



RFP 11.47
TRANSIT MANAGEMENT SERVICE FOR
KAMLOOPS CONVENTIONAL AND CUSTOM SERVICES

ISSUE DATE: JANUARY 23, 2012

Term: 8.75 Years Initial Term
JULY 1, 2012 - MARCH 31, 2021

RFP Acknowledgement Form: Appendix 1 - Proponents are asked to complete and return as soon as possible to the contact person identified below.

Proponent's Meeting: February 8, 2012

RFP Closing Date: March 8, 2012

Submission Requirements: 7 copies of proposal (1 original and 6 copies)
1 original of cost proposal in a separate envelope
1 CD ROM version of complete proposal

By Mail: BC Transit - Attn: Dee Mason
PO Box 610
Victoria, BC Canada V8W 2P3

By Hand or Courier: BC Transit - Attn: Dee Mason
520 Gorge Road East
Victoria, BC Canada V8T 2K2

RFP Contact Person: Dee Mason, SCMP
Corporate Procurement

Email: procurement@bctransit.com attn Dee Mason ref: RFP 11.47

Phone: 250-995-5653

Fax: 250-995-5640

BC Transit Website: www.bctransit.com

TABLE OF CONTENTS

1.0	PURPOSE AND SCOPE	4
1.1	Purpose.....	4
1.2	Scope.....	4
1.3	Background.....	4
1.3.1	BC Transit’s Responsibilities.....	5
1.3.2	Local Government’s Responsibilities.....	5
1.3.3	Operating Company’s Responsibilities.....	5
1.4	Term.....	7
1.5	Operating Company Performance.....	7
2.0	RFP ADMINISTRATION AND TERMS	9
2.1	Request for Proposal Terminology.....	9
2.2	Communications Process.....	11
2.3	RFP Acknowledgement Form.....	11
2.4	Requests for Clarifications.....	12
2.5	Liability for Errors.....	13
2.6	Estimated Time-Frame.....	13
2.7	Addenda.....	13
2.8	Short List and Presentation/Interviews.....	13
2.9	Proponent’s Meeting.....	14
2.10	Debriefing.....	14
2.11	Mandatory Submission Requirements.....	14
2.12	Eligibility.....	14
2.13	Evaluation Committee.....	14
2.14	SUPPORTING DOCUMENTATION REQUIRED FROM SELECTED PROPONENT.....	14
2.15	COSTS.....	15
2.16	COST MODULE COMPONENTS.....	15
2.17	SUB-CONTRACTORS.....	16
2.18	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.....	16
2.19	PROONENT’S EXPENSES.....	17
2.20	SUBMISSION FORMAT.....	17
2.21	EVALUATION AND AWARD.....	17
2.22	CONTRACT NEGOTIATIONS WITH SELECTED PROPONENT(S).....	17
2.23	TIMEFRAME FOR NEGOTIATIONS.....	17
2.24	Process Rules for Negotiations.....	17
2.25	Contract Terms and Conditions.....	18
2.26	Failure to Enter Into Agreement.....	18
2.27	Notification to Other Proponents.....	18
2.28	Signed Proposals.....	18
3.0	SERVICE SPECIFICATIONS FOR THE KAMLOOPS TRANSIT SYSTEM	19
3.1	Overview of the of the Service.....	19
3.2	Service Hour Specifications.....	20
3.3	Health Connections.....	21
3.4	Vehicles.....	22
3.5	Fuel.....	23
3.6	Facility Specifications.....	23
4.0	OPERATING COMPANY REQUIREMENTS FOR THE PROVISION OF TRANSIT SERVICES	25
	Operating Company’s Responsibilities.....	25
4.1	System Management & Supervision.....	26
4.2	Performance Management & Reporting.....	26
4.3	Cost Management – Accounting, Billing and Cost Control.....	28

4.4	Human Resources & Staffing Management	29
4.5	Service Delivery - Operations Management.....	30
4.6	Maintenance of the Conventional & Custom Fleet	33
4.7	Fare Collection & Security Management	36
4.8	Staff Training, Health & Safety & Emergency Management.....	37
4.9	Customer Service Management	37
4.10	Operations Facility Management.....	39
4.11	Environmental Management System & Environmental Compliance.....	41
4.12	IT requirements	42
4.13	Risk Identification & Mitigation Strategies	43
4.14	Transit Sustainability	43
4.15	Transit Innovations	44
4.16	Business Innovations.....	44
5.0	SUBMISSION REQUIREMENTS & GUIDELINES	46
5.0	Guidelines	46
6.0	EVALUATION CRITERIA AND PROCESS.....	63
6.1	Evaluation	63
6.2	Mandatory Requirements	64
6.3	Submission Checklist.....	65
	APPENDICES.....	66
	APPENDIX 1 RFP ACKNOWLEDGEMENT FORM PART A	67
	APPENDIX 1 RFP ACKNOWLEDGMENT FORM PART B.....	68
	APPENDIX 2 SUPPORTING DOCUMENTATION.....	71

1.0 PURPOSE AND SCOPE

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified and experienced firms to manage and operate the conventional and custom public transit system in the city of Kamloops (Kamloops Transit System), in a way that supports BC Transit's mandate to be a leader in integrated transportation solutions connecting people and communities to a more sustainable future. This includes the development of a transit system that supports regional growth strategies, the Kamloops official community plan and fosters the economic development within the region.

1.2 SCOPE

BC Transit seeks to obtain the services of a qualified business entity to provide the management and operation of the Kamloops Transit System in a way that supports the achievement of the following objectives:

- 1.2.1** To provide conventional fixed route scheduled transit bus service and on demand door to door custom bus service for registered users, through the operation of a safe, efficient, reliable, customer-service orientated transit service with well trained, supervised, managed and motivated professional bus drivers, maintenance staff, dispatchers, management and supporting staff using clean and well maintained transit buses.
- 1.2.2** To make the Kamloops Transit System a recognized high performer in order to complement and enhance the reputation of the City of Kamloops as a preferred location to live and work.
- 1.2.3** To deliver services in a manner that maximizes ridership, optimizes the effectiveness of scheduled revenue hours, increases passenger revenues, maximizes positive customer comments, minimizes negative customer comments, minimizes fuel consumption, works diligently to protect the environment, and to reduce its carbon footprint and provides these services at reasonable cost.
- 1.2.4** To provide a public transit service that is attractive to the citizens of Kamloops as an alternative to single occupancy vehicles.
- 1.2.5** To provide experience and knowledge in the development and/or operation of new revenue generating proposals to improve the affordability of transit services within the region, thereby supporting the long term sustainability of public transit.

1.3 BACKGROUND

BC Transit is responsible for overseeing the delivery of public transit services throughout BC in areas outside of Metro Vancouver. The provincial program consists of conventional fixed route transit systems and on demand custom transit systems for those persons who cannot use

conventional transit due to a disability. In smaller communities and rural areas, paratransit systems provide service to both conventional and custom transit passengers. The province wide program includes 26 conventional, 15 custom, and 39 paratransit systems. The majority of regional transit systems are operated under agreement between three parties: BC Transit, local governments and private operating companies or non-profit societies. Each of the three parties is responsible for specific segments of the transit service. More information on BC Transit's provincial program is available at www.bctransit.com/corporate/munsys/fast_facts.cfm.

1.3.1 BC TRANSIT'S RESPONSIBILITIES

BC Transit is responsible for the provision of funding, vehicles, facilities, procurement chain management, transit planning and scheduling services, capital planning, marketing services, contract oversight & administration, service audits and financial services. Conventional transit service and custom transit service hours are established by BC Transit in consultation with the local government partner. Service standards are set from time to time by BC Transit in consultation with the local government partner.

1.3.2 LOCAL GOVERNMENT'S RESPONSIBILITIES

The local government partner (City of Kamloops) shares in the funding responsibilities, approves all service plans, establishes the fares and receives all transit revenue collected by the Operating Company. It also implements all on street transit improvements and maintains bus stops, exchanges, shelters, and benches. All revenue collected through operation of the transit system (e.g. fares, bus advertising) belongs to the City of Kamloops and is used to offset part of their share of costs.

1.3.3 OPERATING COMPANY'S RESPONSIBILITIES

The Operating Company is responsible for all operational aspects of managing, supervising and delivering the Transit Services including staffing, customer service and maintaining the fleet vehicles and transit Operations Facility.

A high level summary of each party's responsibilities is located in Section 1.3.4 **Assignment of Responsibility Chart**. A more detailed summary of the Operating Company's responsibilities is included in Section 4.

1.3.4 Assignment of Responsibility Chart

Function	Activity	Primary Responsibility		
		Local government	BC Transit	Operating Company
1. Management	a. Management, supervision and delivery of system operations, including maintenance/servicing of fleet vehicles and Operations Facility, customer service, payroll, records and reports of operation, safety and environmental compliance.			•
	b. Accounting Controls, Reports, Analysis	•	•	•
	c. Service Audits, Ridership Counts and Performance Trends		•	•
2. Operations	a. Installation, maintenance and inspection of the on-street facilities (bus stops, shelters, etc) and improvements	•		
	b. Develop schedules to implement approved service plans in consultation with operating company		•	
	c. Develop vehicle assignments to minimize peak hour vehicle requirements		•	
	d. Oversee and deliver day to day operations of the Conventional and Custom Transit Services as per service specifications			•
	e. Review Custom Transit Service applications against eligibility criteria and register clients, take calls from clients, book/schedule and dispatch Custom Transit trips			•
	f. Conduct on-street system performance monitoring			•
	g. Make necessary traffic control by-laws and transit priority measures. Notify operating company of street closures or traffic disruptions	•		
	h. Install and replace rider information material			•
	i. Comply with all applicable BC Transit Standards, federal & provincial regulations (e.g. National Safety)			•
	j. Implement and maintain an Environmental Management System that continually identifies, tracks, reduces and responds to environmental risk.			•
3. Vehicles & Facilities	a. Provide vehicles and fare boxes		•	
	b. Provide Operations Facility and fixtures		•	
	c. Operate, maintain, service and clean all BC Transit owned/leased vehicles, facilities and related equipment in compliance with all BC Transit Standards and applicable environmental regulations			•
	d. Conduct regular maintenance inspections of vehicles and facilities		•	•
	e. Insure vehicles		•	•
4. Finance and Contract Administration	a. Approve and amend fares	•		
	b. Establish Annual Operating Agreement & Services Budgets	•	•	•
	c. Provide financial services and reports		•	
5. Marketing	a. Prepare, provide and control approved merchandising plans		•	
	b. Provide bus stop signs, public timetables, timetable posters		•	
	c. Maintain a positive public profile and seek new riders	•	•	•
6. Service Planning	a. Prepare short term operational & long term strategic service plans with routes, schedules and budget		•	
	b. Review, amend or approve plans	•	•	
	c. Implement Service changes as per Service Specifications		•	•

1.4 TERM

The governing contract term in the Master Operating Agreement (MOA) is for eight years and nine months (8.75 years), from July 1, 2012 to March 31, 2021, subject to the Operating Company's successful performance of the contracted Transit Services. The term of the initial Annual Operating Agreement (AOA) which defines, on an annual basis, the current service specifications, budget and other related issues will be July 1, 2012 to March 31, 2013¹. For each year that the contract is in place, there will be an updated AOA that is agreed to annually and signed by all parties.

At BC Transit's sole discretion, after consultation with the city of Kamloops, the Operating Company may be offered an extension to the initial term of the contract (8.75 years), subject to acceptable terms, conditions and costs associated with the extension being negotiated with the Operating Company. The term of the extension would be determined by BC Transit in consultation with the City of Kamloops, and would be for no less than 1 year, based on the successful renegotiation of the AOA budget in each extension year. The decision to extend would be dependent on a number of factors, including the performance history of the Operating Company (see Section 1.5). It is important to note that the Operating Company's performance is an important factor for BC Transit when considering continuation of the contract, potential extensions to the initial contract term and any negotiations around future budgets. The failure to achieve some key performance indicators that are within the control of the Operating Company may also cause the Operating Company to incur extra costs. For more information on what key performance indicators are being measured and what are the requirements of the Operating Company with respect to performance measures please refer to Section 4.2 of this RFP.

It is the intent of BC Transit to provide notification of the decision to select an operating company at least 8 weeks prior to the start of the new contract term. The successful Proponent is responsible for its own costs to transition into the new service at the new Operations Facility and ensuring it has all inputs in place including all necessary staffing to ensure uninterrupted service during transition. Where the existing Operating Company is not the successful Proponent, BC Transit will work with the successful Proponent and existing Operating Company to help organize the transition of service.

1.5 OPERATING COMPANY PERFORMANCE

BC Transit will measure the Operating Company's contract performance by:

¹ Normally the AOA contract year covers a 12 month fiscal period starting April 1 and ending 12 months later on March 31 to align with the Province's fiscal year; for the initial year this period was reduced to accommodate a start date that aligned with completion of the new facility that will be finished in June 2012.

RFP 11.47 Transit Management Services for Kamloops Conventional and Custom Services

- a) The Operating Company's ability to meet or exceed the transit service obligations outlined in the MOA and AOA and any other agreements that relate to operating the Kamloops Transit System;
- b) The Operating Company's ability to deliver services in a manner consistent with the requirements of this RFP and the assertions made in their submission;
- c) The Operating Company's ability to keep operating costs within agreed levels;
- d) The Operating Company's success in meeting or exceeding key performance goals (see Section 4.2); or where no goal is stated, their proven efforts in managing the activities they are responsible for in a manner that supports continuous improvement;
- e) The Operating Company's ability to provide Transit Services that result in improvements in cost efficiency, reliability and customer service; and,
- f) The Operating Company's ability and willingness to seek new forms of business revenue from the Operations Facility to help offset carrying costs for the facility.

2.0 RFP ADMINISTRATION AND TERMS

2.1 REQUEST FOR PROPOSAL TERMINOLOGY

The following terms will apply to this Request for Proposal and to any subsequent Agreement issued:

AOA (Annual Operating Agreement) means the contractual document which defines the annual service levels to be delivered, the budget and cost sharing, payment schedule, tariff and other operational requirements and shall be read together as a single integrated document with the MOA.

BC Transit means a Corporation established under the *British Columbia Transit Act*, R.S.B.C., Ch. 421, as amended, having an office at 520 Gorge Road East, Victoria, British Columbia, V8T 2K2 and any successors or assignees.

BC Transit Standards means the procedures, policies and directives established by BC Transit for the delivery of Transit Services as amended from time to time.

Community Transit Service is Conventional Transit but delivered using smaller style vehicles with less than 24 seats.

Conventional Transit Service means the fixed route, fixed schedule public transit service (outlined in the Service Specifications) and includes the Community Transit Service aspect of the conventional service.

Contracting Authority shall mean BC Transit.

Conventional and Custom Transit Service means the Conventional Transit Service and Custom Transit Service collectively.

Coordinator means the designated BC Transit representative.

Custom Transit Service means the accessible door-to-door public transit service (outlined in Section 3 Service Specifications) available only to eligible registrants who cannot use Conventional Transit Service due to a disability.

Facility License of Occupation Agreement The agreement signed between BC Transit and the selected Proponent that outlines the terms and conditions of the operation and maintenance of the facility and equipment leased or sub leased from BC Transit by the Operating Company for the purpose of providing the transit service outlined in this RFP and any subsequent amendments.

Kamloops Transit Service means the Conventional and Custom Transit Service for the Kamloops service area.

Local Government means the local government funding partner; in this case, the city of Kamloops.

MOA (Master Operating Agreement) means the overriding agreement which defines in detail the specific roles and responsibilities of each party, and the terms and conditions of

the Agreement subject to change from time to time and shall be read together as a single integrated document with the AOA.

Operating Company means the Proponent selected to operate and manage the transit service identified in this RFP; means the party that enters into a contract to perform the services contemplated in this RFP.

Operations Facility means the transit operations and maintenance depot located at 1550 Ord Rd Kamloops BC including all buildings, fixtures, equipment, parking and land owned by BC Transit at this location.

Principal means the Proponent's senior management position that would act as the main liaison with the owner for consultation regarding work assignments.

Proponent means an individual or a company that submits, or intends to submit a proposal in response to this Request for Proposal.

Proposal means the response submitted in reply to this Request for Proposal.

Service Specifications means the information provided in Section 3 including information on service hours, schedules of service and types of transit service.

Supplemental RFP Information means the additional information outlined in Section 2.3 of this RFP that is necessary to prepare a submission and which will be provided to a Proponent upon BC Transit's receipt of Part A of the RFP Acknowledgement form found in Appendix 1.

Transit Services means the provision of all operational, managerial and support activities to deliver the Conventional and Custom Transit Service including, without limitation, any activity, (whether conducted directly or indirectly by the Operating Company, its employees, agents, affiliates, subsidiaries, or representatives) to operate, maintain, repair or store vehicles, equipment or infrastructure and conduct any related environmental and waste management measures.

Vehicle Lease Agreement The agreement signed between BC Transit and the selected Proponent that outlines the terms and conditions of the operation of the vehicles (equipment) leased or sub-leased from BC Transit by the Operating Company for the purpose of providing the Transit Services outlined in this RFP and any subsequent amendments.

Should or Desirable means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

2.2 COMMUNICATIONS PROCESS

All enquires related to this Request for Proposal are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon.

Dee Mason, SCMP

Corporate Procurement

Ph: 250-995-5653

Fx: 250-995-5640

Email: procurement@bctransit.com Attn: Dee Mason, ref RFP 11.47

When submitting the RFP, BC Transit should receive:

- a) 1 Original - Part A
- b) 6 Copies - Part A
- c) 1 Original of the Cost Module in a separate Envelope clearly marked "Cost Module" with Proponent Name and RFP number
- d) One CD ROM containing Part A and Part B

no later than MARCH 8, 2012 at 2:00 PM Pacific Time.

- Proposal submissions sent by facsimile or electronic mail will not be accepted.
- Proposals and their envelopes must be **clearly marked** with the name and address of the Proponent, the Request for Proposal number and title.

Note - Documents being sent by courier in the courier company's packaging need to clearly identify the name of the Proponent, RFP number and title to ensure that it is received in a timely fashion.

2.3 RFP ACKNOWLEDGEMENT FORM

Proponents are advised to fill out and return the attached RFP Acknowledgement Form Part A (Appendix 1) immediately in order to receive any further communications regarding this RFP.

Proponents are to identify the person in their organization authorized to receive communications related to this RFP on the RFP Acknowledgement Form.

Upon receipt of the completed RFP Acknowledgement Form Part A, Proponents will receive an e-mail confirmation of receipt of the Acknowledgement Form along with a secured website address they can access all additional RFP information including notification of time, date and location of bidder's meeting, any addenda, responses to clarification requests, the Cost Module Template, and the RFP Supplemental Information package which includes the following:

- a. Cost Module

- b. Supplemental RFP Information:
 - 1. Blocking Information
 - 2. Facilities Information
 - 3. Base Budgets (Revenue Service Hours)
 - 4. Reporting Requirements and KPIs
 - 5. Fleet Maintenance
 - 6. Environmental Management System Template & Checklist
 - 7. Sample Agreements (note these are samples only, see Section 2.25):
 - i) MOA
 - ii) AOA
 - iii) Vehicle Lease Agreement
 - iv) Facility License of Occupation Agreement

In order to have the submission fully evaluated, it is recommended that Part B of the RFP Acknowledgement Form be submitted no later than 7 days prior to this RFP's closing date. BC Transit prefers to receive completed Acknowledgment Forms (Part A & B) by January 30, 2012. However Proponents submitting Forms after this date will not be precluded from participating in the RFP process, provided such Forms are received no later than seven (7) days prior to the Closing Date.

BC Transit may return a Proponent's RFP Acknowledgment Form if it is incomplete and provide the Proponent with the opportunity to amend and re-submit. A Proponent who does not submit a properly executed RFP Acknowledgment Form will not be permitted to participate in this RFP process. All subsequent information regarding this RFP, including changes made to this document and the question/answer process of disclosure will be directed only to those Proponents who return the form and specifically to the person identified on the form; preferred methods would be electronic mail (E-mail) or fax (250-995-5640).

2.4 REQUESTS FOR CLARIFICATIONS

Requests for Clarification are to be sent by email to the contact person for this RFP. There will be 3 opportunities to forward requests for clarification:

- 1. February 1, 2012

BC Transit will respond no later February 6, 2012.

- 2. The next opportunity will be at the Bidders meeting in Kamloops February 8, 2012
- 3. Up until the final Request for Clarifications due date February 13, 2012

BC Transit will respond to these Clarification Requests no later than February 21, 2012. Enquiries and responses will be recorded and posted on the secured website for all Proponents. In order to

insure that Proponents are notified that BC Transit has posted responses to these clarifications request, complete Appendix 1 and return as requested.

2.5 LIABILITY FOR ERRORS

While BC Transit made considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by BC Transit, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

2.6 ESTIMATED TIME-FRAME

The following timetable outlines the anticipated schedule for the Request for Proposal and agreement process. The timing and the sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by BC Transit.

Event	Anticipated Date
Request for Proposal issued	January 23, 2012
RFP Acknowledgment returned no later than	January 30, 2012
First Request for Clarification timeline	February 1, 2012
First Response Date	February 6, 2012
Proponent's Meeting in Kamloops	February 8, 2012
Final Requests for Clarification due	February 13, 2012
Responses to Request for Clarification no later than:	February 21, 2012
RFP Close	March 8, 2012
Tentative Award	APRIL 2012

2.7 ADDENDA

Any additions or corrections to these documents will be issued as a written Addenda and will only be issued to the identified parties registered through submission of the RFP Acknowledgement Form (Appendix 1). If such addenda are issued, each Proponent shall print their name and initial the Addenda and return a copy by fax to the RFP Contact person, indicating that the addenda were received and that the response has been prepared in accordance therewith.

2.8 SHORT LIST AND PRESENTATION/INTERVIEWS

BC Transit may short list the leading Proponents. BC Transit may have the short listed Proponents present their qualifications to the evaluation team in person by means of a presentation.

2.9 PROPONENT'S MEETING

BC Transit will conduct a Proponent's meeting at the Proponent's expense in order to respond to valid requests for additional information or clarification of the transit service requirements that cannot be sufficiently answered by other means. All Proponents shall receive the same information in writing whether they attend the meeting or not. This meeting is scheduled for FEBRUARY 8, 2012 in KAMLOOPS, BC. Details regarding the time and location of this meeting will be posted no later than JANUARY 30, 2012. It is strongly recommended that all Proponents attend this meeting.

2.10 DEBRIEFING

At the conclusion of the Request for Proposal process, all Proponents will be notified. Upon request, debriefing meetings with BC Transit can be arranged through the RFP Contact Person up to 30 days after notification of award.

2.11 MANDATORY SUBMISSION REQUIREMENTS

Submissions not providing all the mandatory requirements outlined in Section 6 may be rejected without further consideration.

2.12 ELIGIBILITY

Submissions will not be evaluated if the Proponent's current or past corporate or other interests may, in BC Transit's opinion, give rise to a conflict of interest in connection with this project.

Submissions from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

2.13 EVALUATION COMMITTEE

Evaluation of submissions will be by a committee made up of BC Transit staff, and may also include staff of our Local Government partner and/or their agents.

2.14 SUPPORTING DOCUMENTATION REQUIRED FROM SELECTED PROPONENT

Appendix 2 outlines the required supporting documentation for the submission. Proponents are to review this list to ensure a complete understanding of what is required for submission and which documentation is required only upon request. Selected Proponent(s) will be required to submit the supporting documentation outlined in Appendix 2 within 48 hours of notification of selection for contract negotiations and prior to signing related contracts. Should the selected Proponent(s) not provide any of the supporting documentation as required, BC Transit may elect to terminate negotiations with the Proponent and commence negotiations with the next ranking Proponent.

The financial documents will be submitted directly to the Chief Financial Officer in the manner outlined in Section 6.3 of the submission guidelines. Should a company in BC Transit's opinion not

meet the financial standards of a viable supplier of these services, BC Transit may elect to reject a submission at this point.

2.15 COSTS

All pricing shall be submitted in Canadian dollars exclusive of provincial and federal taxes in the manner outlined in Part B Cost Module of Submission Requirements in Section 5. Subject to any final negotiations, the Operating Company's total submission costs will be fixed for two years and 9 months (2.75 years) (as outlined in the Cost Module Template).

The total maximum term of this contract is eight years and 9 months (8.75 years) which consists of two cost module renewal periods at 2.75 years, 5.75 years from the commencement date July 1, 2012. As stated above, the Operating Company's total submission costs in the first 2.75 year term are established through this proposal process and are to remain fixed throughout the first term subject to any agreed to amendments where there are changes to the levels of service. Six (6) months prior to the expiration of the first term (2.75 years from the commencement date), the parties are to mutually agree to any fixed and labour cost rate increases that are subject to the second renewal term. Six (6) months prior to the expiration of the second renewal term (5.75 years from the commencement date), the parties to mutually agree to any fixed and labour cost rate increases that are subject to the third renewal term. Not less than seven (7) months prior to expiry of any current term, BC Transit will request, in writing, a fixed costs and labour cost rate proposal from the Operating Company for the next renewal term. When evaluating any renewal proposal, BC Transit will take into account the performance and goals achieved by the Operator Company from the preceding term, changes in service levels as well as whether the proposal cost increases are inline with public sector wage rate increases, general inflation rates and Provincial and Local Government funding ability. If the negotiated renewal proposal for the next term is not acceptable to BC Transit for any reason, then BC Transit reserves the right to terminate the MOA pursuant to the terms of the MOA agreement and applicable notice provisions. Note, in the event that BC Transit elects to terminate the MOA, the Operator Company shall not be entitled to consequential, special, indirect, incidental or consequential damages of any nature including loss of reputation, loss of profits, or lost production.

Should BC Transit offer to extend the term of the contract beyond the 8.75 year initial term, the parties will seek to negotiate the costs for the extension period.

2.16 COST MODULE COMPONENTS

Costs should be outlined in detail based on the proposed information as outlined in the Service Specifications and an understanding of the roles, responsibilities and requirements of the Operating Company as outlined in Section 4. The Cost Module as well as additional information relating to the service hours, vehicle blocking, facilities management, fleet maintenance and other relevant

information is part of the Supplemental RFP Information that will be made available to Proponent's upon BC Transit's receipt of Part A of the RFP Acknowledgement form found in Appendix 1.

2.17 SUB-CONTRACTORS

Subject to the limitations on some key staff positions indicated herein, with the approval of BC Transit, using a sub-contractor is acceptable. Where the Operating Company uses a sub-contractor (this should be stipulated in the Proponent's submission) the Operating Company remains responsible for all acts, errors or omissions committed by the sub-contractor. This includes a joint submission by two Proponents having no formal corporate links. One of the Proponents must be prepared to take overall responsibility for successful performance of the contract and this should be clearly defined in the Submission. When using a sub-contractor, the following provisions apply:

- a. Sub-contracting to any firm or individual whose current or past corporate or other interests may, in BC Transit's opinion give rise to a conflict of interest in connection with this project, will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP;
- b. If a sub-contractor is used, the Operating Company must ensure that the sub-contractor has an ICBC garage policy in effect that sufficiently covers any BC Transit asset while at the sub-contractor's facility or in the care, custody and control of the sub-contractor;
- c. Where applicable, the names of approved sub-contractors listed in the submission may be included in the final agreement where determined warranted by BC Transit. No additional sub-contractors will be added or other changes made, to this list in the Contract without the written consent of BC Transit;
- d. The Proponents shall provide BC Transit with all proposed subcontracting agreements and documents (including scope of work and terms of compensation);
- e. Any approval of a sub-contract shall not be construed as making BC Transit a party of such subcontract, giving the sub-contractor privity of contract with BC Transit, or subjecting BC Transit to liability of any kind to any subcontractor. Further, the entering into of a sub-contract shall not, under any circumstances, relieve the Operating Company of its liability and obligations and it is the Operating Company's responsibility to ensure its sub-contractor's services satisfy the Operating Company's obligations.

2.18 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

BC Transit is subject to the Freedom of Information and Protection of Privacy Act (FOIPPA). Proponents shall identify any information/records that are submitted in their quotes that are considered commercially confidential, that are supplied in confidence, and release of which could significantly harm their competitive position. However, by doing so, not all information will automatically be protected. Where BC Transit is required to release information under FOIPPA, it will comply with the legislation as required. Proponents are to familiarize themselves with FOIPPA..

See: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

2.19 PROPONENT'S EXPENSES

Proponents are solely responsible for their own expenses in preparing a bid and for subsequent presentations and negotiations with BC Transit (if any). If BC Transit elects to reject all bids, it will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing its response to the RFP, loss of anticipated profit in connection with any final, or any other matter whatsoever.

2.20 SUBMISSION FORMAT

In order to have their submissions fully evaluated, it is strongly recommended that Proponents fully understand and reflect in their submission the responsibilities and requirements outlined in Section 4, address all points and questions as stipulated in Section 5 and follow the submission guidelines in Section 6 of this document.

2.21 EVALUATION AND AWARD

The Evaluation Criteria and process is outlined in Section 6 of this document. Award will be based on the Proponent submitting the proposals that provides BC Transit with the best overall value and meets the requirements as outlined in this RFP. The lowest priced submission may not necessarily be the winning submission.

2.22 CONTRACT NEGOTIATIONS WITH SELECTED PROPONENT(S)

The top ranked Proponent(s) as established under the evaluation process will receive a written invitation to enter into direct contract negotiations with BC Transit.

2.23 TIMEFRAME FOR NEGOTIATIONS

BC Transit intends to conclude negotiations within thirty (30) days commencing from the date BC Transit invites the top ranked Proponent(s) to enter negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.24 PROCESS RULES FOR NEGOTIATIONS

Any negotiations will be subject to the process rules contained in the RFP Acknowledgment Form and will not constitute a legally binding offer to enter into a contract on the part of BC Transit or the Proponent. Negotiations may include requests by BC Transit for supplementary information from the Proponent to verify, clarify or supplement the information provided in its quote or confirm the conclusions reached in the evaluation and may include requests by BC Transit for improved pricing from the Proponent.

2.25 CONTRACT TERMS AND CONDITIONS

The BC Transit sample form of contract terms and conditions, which are to form the starting point for negotiations between BC Transit and the selected Proponent, is part of the Supplemental RFP Information. Samples will be provided for the Master Operating Agreement (MOA), Annual Operating Agreement (AOA), Facility License of Occupation Agreement and Vehicle Lease Agreement. It is important to note these are samples only. BC Transit is the process of updating its contracts with new provisions that will become part of the agreements signed by the winning Proponent. The new provisions will better reflect the requirements outlined herein, treatment of fuel costs, the key performance measures and related costs and penalties outlined within this RFP.

2.26 FAILURE TO ENTER INTO AGREEMENT

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days BC Transit may invite the next ranked Proponent to enter into negotiations. In accordance with the process rules in the Acknowledgment Form, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, BC Transit may elect to initiate concurrent negotiations with the next best ranked Proponent(s). Once the thirty (30) days lapse with a Proponent, BC Transit may discontinue further negotiations with that particular Proponent. This process shall continue until a contract is formalized or until there are no more Proponents remaining that are eligible for negotiations.

2.27 NOTIFICATION TO OTHER PROPONENTS

Other Proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Proponents that are ineligible for contract negotiations will also be so notified at the commencement of the negotiation process. Once a contract is executed between BC Transit and a Proponent, the other Proponents will be notified by BC Transit in writing of the outcome of the procurement process and the award of the contract. By submission of a proposal, the Proponent agrees that, should it be identified as the selected Proponent, it is willing to enter into negotiations for a Contract with BC Transit, but not limited to the terms set out in the sample Form of Contract: Master Operating Agreement, Annual Operating Agreement and BC Transit Vehicle Lease Agreement and Facility License of Occupation Agreement.

2.28 SIGNED PROPOSALS

The proposal is to be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal. The Proponent should ensure its proposal includes a signed the Declaration of Interest and Acceptance of Terms as provided in Appendix 1 Part B.

3.0 SERVICE SPECIFICATIONS FOR THE KAMLOOPS TRANSIT SYSTEM

3.1 OVERVIEW OF THE OF THE SERVICE

Kamloops Transit System consists of both Conventional Transit Service and Custom Transit Service. The conventional service also includes a small component of Community Transit Service that relies on smaller vehicles (similar to custom transit vehicles) to run a fixed route scheduled service. The Custom Transit Service “handyDART” provides accessible door-to-door service to registered clients. To become registered, clients must demonstrate to the Operating Company that they meet eligibility criteria specified in Provincial regulations and in accordance with BC Transit Standards. Custom Transit Service also includes a Health Connections Program (described below in Section 3.3) that provides weekly trips between regionalized health services in Kamloops and outlying communities and the taxi supplement program (see Section 3.2) administered by the Operating Company. These services together offer a mixture of conventional fixed route, fixed schedule service and custom, door-to-door service for persons with disabilities. Proponents are proposing on delivering all of the above services as outlined in this RFP.

The boundaries of the Kamloops Transit Service area are the municipal boundaries of the Corporation of the City of Kamloops. The Health Connections Program (discussed below) also includes weekly trips between:

- 1) Kamloops and Logan Lake;
- 2) Kamloops and Merritt;
- 3) Kamloops and Chase; and
- 4) Kamloops and Merritt and Kelowna.

In 2011/12 the Kamloops Transit System is expected to provide 3,385,960 passenger trips for Conventional Transit Service, 95,540 passenger trips for Custom Transit Service, 2,010 passenger trips for Health Connections, and 7,000 trips are to be provided to custom transit riders by taxi supplement in lieu of custom transit buses. The conventional service is expected to operate at a minimum productivity level of 33 rides per revenue hour and 101,634 revenue hours per year will be provided (subject to change) in the service hours. The door to door portion of the custom transit service is expected to provide a minimum productivity of 3.6 rides per hour and 25,983 revenue hours (subject to change) in the service hours.

Prior to preparing its Proposal, the Proponent should ensure that it has been to the community and has an understanding of the transit service that is provided to the community. It is essential that the proposal be specific to the conditions in the community and that the Proponent has formulated a proposal that details the daily operation of this particular system.

3.2 SERVICE HOUR SPECIFICATIONS

RFP proposal solutions will be based on the Kamloops Service Specifications outlined in Section 3 of the Supplemental Information - Base Budgets that reflects the anticipated in revenue service hours for the remaining months of the 2012-2013 contract year being July 1, 2012 to March 31, 2013 and the following two contract years (2013-2014 and 2014-2015) for both Conventional and Custom Transit Service including the Health Connections program hours. Section 3 of the Supplemental Information - Base Budgets is in-revenue service hours and with respect to Conventional Transit Service does not include dead heading to and from the Operations Facility. For information on Conventional Transit Service dead heading times, refer to the vehicle blocking information below and Blocking Information contained in Section 1 of the Supplemental RFP Information. When reviewing the Conventional Service revenue service hours, Proponents should ensure they fully understand the existing schedule for the service. A copy of the schedule can be found at <http://www.bctransit.com/regions/kam/>. The Conventional Transit Service operates on the following statutory holidays at reduced levels (for exact service level refer to the Schedule B): Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Boxing Day and Family Day and does not operate on the following statutory holidays: New Year's Day, Good Friday, Easter Sunday and Christmas Day. This may be subject to change during the term of the contract.

For the purposes of preparing the Proponent's costs, it is important to note that BC Transit provides the vehicle assignments ("blocking") for the Conventional Transit Service based on the existing schedule. The blocking for each of the service days is found in Blocking Information contained in Section 1 of the Supplemental RFP Information. The blocking reflects all of the revenue hours, recovery/layover and deadhead time BC Transit has determined appropriate for delivering the scheduled service to ensure an efficient and reliable service. For the purpose of this RFP Proponents must adhere to this blocking in the preparation of their bid to determine their total payroll hours that are necessary to deliver the Conventional Transit Service. Proponents must ensure that their labour rules and driver assignments can support the required blocking within the total driver payroll hours that they submit for Conventional Transit Service within their Cost Module for each year of the years specified within the Cost Module. **The failure of the Proponent to adhere to BC Transit's blocking requirement may result (at BC Transit's sole discretion) in the rejection of the Proponent's submission.**

Custom Transit Service

With respect to Custom Transit Service, the service is provided Monday through Saturday from 7AM to 10PM, Sunday 9AM to 5PM. There is no service provided on statutory holidays on the Custom Transit Service or in the Health Connections Program. Clients include individuals, residential and long term care facilities, adult day care programs and workshops and training programs. The Custom Transit Service also administers the taxi supplement program for the Kamloops Transit

System. Taxi supplement is used by the Operating Company when a registered user must attend an appointment during operating hours but a custom transit vehicle is not available. Subject to budgets, the Operating Company will arrange for an approved taxi service to deliver the trip and record the expenditures for billing to BC Transit. Additionally there is a taxi saver program which is administered by the city of Kamloops and allows registered users to purchase a fixed amount of monthly coupons that can be used by them to purchase taxi rides at a discount. As the city of Kamloops administers the taxi saver program, the Operating company is not required to oversee the running of the taxi saver program

The following information provides volume statistics on the existing Custom Transit Service as of 2011:

- Registered Clients: 2,981 active
- Average daily registration calls: 2
- Average daily booking calls: 350
- Average daily number of passenger trips: 530-550
- Average daily cancellations: 20
- No Shows: 5 per day
- Same day cancellations: 10
- Average daily Taxi Supplement rides: 30
- Monthly Taxi Saver Program Rides: 845 (administered by the city of Kamloops)

BC Transit anticipates these Custom Transit Service volumes will continue to grow at a rate of 5% annually.

3.3 HEALTH CONNECTIONS

The Health Connections program is operated under the Custom Transit Services using the same vehicles as the Custom Transit Service. The program operates weekly scheduled shuttle runs for the purposes of delivering passengers to medical appointments. Patients may reserve their seat similar to Custom Transit Services by contacting the Operating Company. The Operating Company is responsible for booking these call-in requests. Hours for delivering this service are included in the custom transit section of Section 3 of the Supplemental Information - Base Budgets under adjusted revenue hours. The following trips are performed under the Health Connections program (all pickups are by request only):

- Monday: Kamloops to Logan Lake-2 return trips (7:30-9:30 and 14:45-16:45)
- Tuesday: Kamloops to Merritt-2 return trips (7:00-10:00 and 14:45-17:45)
- Wednesday: Kamloops to Logan Lake-2 return trips (7:30-9:30 and 14:45-16:45)
- Thursday: Kamloops to Merritt to Kelowna-2 return trips (7:00-10:30 and 13:30-17:00)

- Friday: Kamloops to Chase-2 return trips (7:30-9:30 and 14:45-16:45)

3.4 VEHICLES

Fleet vehicles are purchased and owned by BC Transit and leased at a nominal consideration of \$1 to the Operating Company to operate the Kamloops Transit System. BC Transit also provides all electronic GFI fareboxes with the conventional vehicles. In-vehicle-communications equipment determined necessary by the Operating Company, such as radios, antennae, safety packages are to be provided by the Operating Company.

BC Transit manages a provincial fleet of buses in order to meet service demands, operational requirements and to facilitate both planned and unplanned maintenance. BC Transit may on occasion conduct fleet realignments which could change vehicles within the current fleet.

The Operating Company must place primary ICBC third party liability insurance of \$5 million per claim, with no collision or comprehensive coverage, on all BC Transit supplied vehicles operated in the delivery of the Kamloops Transit System. With respect to all BC Transit owned assets, this is supplemented by additional insurance provided by BC Transit. In a combination of insurance and self-insurance, BC Transit will cover third party liability on its owned vehicles in excess of the Operating Company placed underlying \$5 million up to a minimum of \$45 million excess of the primary \$5 million.

Upon written request by BC Transit, the Operating Company will provide authorization to ICBC for the release of statistical information relating to 4-year fleet claims experience and enable ICBC to provide:

- a. Premium forecast for BC Transit and the Operating Company along with dialogue supporting the premium forecast and opportunities to manage premium costs for mutual benefit; and
- b. 4-year loss run for BC Transit and the Operating Company in soft copy to allow analysis of claims for the mutual benefit of BC Transit and the Operating Company.

The Operating Company is responsible for providing and insuring any support vehicles that may be required (e.g. supervisor or maintenance vehicle). All costs including insurance, relating to any support vehicles must be indicated under “Non-revenue vehicle costs/fuel/maintenance” line in the “Administration Costs” section of the Cost Module. All insurance for Operating Company owned, or third party leased, vehicles must be arranged by the Operating Company without excess insurance by BC Transit. The insurance limits must be sufficient to fully protect all losses and potential liabilities, including indemnification of BC Transit.

All fleet vehicles in the Kamloops Transit System fleet are diesel powered and all conventional vehicles are fitted with bike racks and electronic GFI fareboxes. All farebox probing equipment and the GFI farebox vault is also provided by BC Transit at the Operations Facility.

The anticipated fleet allocation for Kamloops is comprised of 42 conventional buses and 2 community buses and 16 custom (handyDART) buses. Fleet details are available in Section 5 of the Supplemental RFP Information.

3.5 FUEL

BC Transit will specify the fuel supplier for the Kamloops Transit System. The Operating Company will be responsible for establishing an account and purchasing fuel from the designated fuel supplier. The Operating Company will be reimbursed for actual fuel usage by month based on the Fuel & Kilometer report submitted through E-Billing. Total monthly litres will be reimbursed at the average fuel price per litre paid by the operator for the fuel consumed in the month. The Operating Company will be required to submit a detailed monthly fuel reconciliation report to BC Transit which calculates the average monthly fuel price charged to BC Transit by the Operating Company. Other than BC Transit owned fleet vehicles or vehicles directly involved in providing the contracted services of this RFP, no other vehicles may be fueled by the Operator using the BC Transit sponsored fuel vendor account, without the prior written permission of BC Transit. BC Transit will not compensate the Operating Company for fuel purchased where they cannot account for the usage within the transit vehicle fleet through their monthly fuel reconciliation report.

The Operating Company is required to initiate, maintain and audit programs that promote reduced fuel consumption with its drivers (see Section 4.14).

3.6 FACILITY SPECIFICATIONS

The Operations Facility and attached lands is owned by BC Transit and is provided at a nominal consideration of \$1 to the Operating Company to operate the Kamloops Transit System. This new facility will enter service in June of 2012 and is located on 5.60 acres (22660m²) of land. This facility contains space for administration, industrial use, parking, fleet maintenance, automated drive through vehicle washing, vehicle servicing and bus refuelling. A diesel fuel tank is provided on site.

The operations and maintenance building contains 1839m² of gross floor area, divided into 1019m² of main floor industrial use area housing 7 maintenance bays, 378m² of main floor office space, 252m² of upper floor industrial use area, and 190m² of upper floor administration offices. There are 39 staff and visitor parking spaces available, and 2 handicap parking spaces. In addition, 86 parking spots for 40' buses and 32 parking spots for custom transit vehicles are in place. BC Transit is responsible for major maintenance activities. No alterations or modifications may be made to the building, land or supplied equipment without written consent from BC Transit.

BC Transit has equipped the facility with the basic fixtures required to function as an operations and maintenance centre. Building systems are complete and operational. The Operating Company must provide, or provide for suitable workshop tools for complete vehicle diagnosis and repairs including but not limited to: laptops including related software and hardware, all servicing tools, A/C tools.

Drawings, additional facility details, and a list of fixtures and equipment included with the building is found the Facility Information contained in Section 2 Supplemental RFP Information.

Furniture

Furniture is not included in this facility and is to be provided by the operating company. Counters and other millwork in specific task areas are included with the facility (i.e.: cabinets in kitchen areas, reception counter, etc.).

Utilities

The Operating Company is responsible for setting up accounts with suppliers and paying when due all necessary water, electricity and heating gas utilities for the Operations Facility. These actual costs will be a flow through cost to BC Transit and will be billed to BC Transit through the Operating Company's monthly E-billing. The Operating Company is required to initiate, maintain and audit programs that promote energy conservation at the Operations Facility (see Section 4.14). BC Transit will require online access to the utility account information for the purposes of tracking usage and reporting GHG emissions.

4.0 OPERATING COMPANY REQUIREMENTS FOR THE PROVISION OF TRANSIT SERVICES

OPERATING COMPANY'S RESPONSIBILITIES

The Operating Company is responsible for the day to day delivery of the Transit Services on the road through the employment and management of all drivers, mechanics and other support and customer service staff. In carrying out these activities, the Operating Company must make all reasonable efforts to do so in manner that seeks continuous improvements in the performance of the transit system and the delivery of overall customer satisfaction. The Operating Company is required to provide, and Proponents are bidding on, the following Transit Services:

1. System Management & Supervision
2. Performance Management & Reporting
3. Cost Management - Accounting, Billing and Cost Controls
4. Human Resources & Staffing Management
5. Service Delivery – Operations Management
6. Maintenance of the Conventional & Custom fleet
7. Fare Collection & Security Management
8. Staff Training, Health & Safety & Emergency Management
9. Customer Service Management
10. Operations Facility Management
11. Environmental Systems Management & Environmental Compliance
12. IT Management
13. Risk Management
14. Transit Sustainability
15. Transit Innovations
16. Business Innovations

The above list of responsibilities and following discussion of what the actions and related requirements is for each of these responsibilities is not meant to be exhaustive. BC Transit also expects the Operating Company to use their own innovative business practices to deliver these responsibilities and requirements in the most effective and efficient way and reflect this in their Proposal. It is recommended that Proponents review these responsibilities in conjunction with the matrix found in the Assignment of Responsibility Chart in section 1.3.4 in order to gain an understanding of the role of the Operating Company within the overall service delivery model structure.

4.1 SYSTEM MANAGEMENT & SUPERVISION

BC Transit requires the Operating Company to have a formal and qualified management structure in place to direct, manage and supervise the Operating Company's activities and employees in performing the Transit Services as per the Service Specifications, contract documents, applicable legislation and BC Transit Standards as may be amended from time to time. In carrying out these activities, the Operating Company must make all reasonable efforts to do so in a manner that seeks continuous improvements in the performance of the transit system and the delivery of overall customer satisfaction.

BC Transit requires that within the management structure, the Operating Company must have a qualified management representative on duty during all hours of operation and prior to driver rollout to ensure complete route coverage, schedule adherence and operational performance. All other personnel working during and after normal service hours shall be appropriately supervised to ensure their time is used productively and their work meets all quality expectations.

BC Transit also requires that the Operating Company's senior management representative attend the annual BC Transit Workshop. The Workshop will be 3 days and will require travel and accommodation at the Operating Company's expense. The workshop location may vary from year to year.

4.2 PERFORMANCE MANAGEMENT & REPORTING

Performance Management

The use of key performance indicators (KPIs) as a measurement of continuous improvement in all areas of the Transit Services provided by the Operating Company is considered a valuable tool by BC Transit. BC Transit has a number of KPIs on which the Operating Company will be measured. The Operating Company will be required to collect and remit accurate information on a monthly or annual basis as part of their operational responsibilities. Other information comes from data collected by BC Transit via financial information, farebox and riders' feedback, BC Transit inspections and the Local Government partner. BC Transit intends to use these KPIs to develop annual scorecards of its operating companies for comparison and external reporting on system performance. Additionally, the failure to achieve some KPIs that are within the control of the Operating Company may also cause the Operating Company to incur additional costs. For example, where the Operating Company fails BC Transit's maintenance inspection program under certain circumstances they will be required to pay additional costs. For more information on KPIs, see the Reporting and KPIs information contained within the Section 4 of the Supplemental RFP Information.

The following categories of KPIs that relate to the Operating Company's performance for both Conventional and Custom Transit Service will be measured and will form the basis for the Operating Company's annual performance scorecard and reporting to Local Government partners:

- a. Operational Performance
- b. Maintenance Performance
- c. Customer Satisfaction Performance
- d. Environmental Performance

Some KPIs have stated performance goals that will be reviewed on an annual basis with the Operating Company; or where no specific goal is stated, the goal is continuous improvement in the outcome being measured by the KPIs. Further details of these KPI categories, related performance goals for 2012-2013, additional costs for failing to achieve certain KPIs and reporting requirements are in the Reporting and KPIs information contained within the Supplemental RFP Information.

In addition to the KPIs focused on the Operating Company's performance, BC Transit also measures and reports publicly other traditional public transit KPIs that relate to the system performance as a whole, including rides per hour, rides per capita, cost per hour, cost per kilometre and cost per passenger. BC Transit prepares this information based on information provided by the Operating Company, the Local Government partner and other costing information.

The Operating Company is responsible for managing the performance of its employees in the delivery of the Transit Services with a goal of continuous improvement in the Kamloops Transit System's Operational Performance, Maintenance Performance, Customer Satisfaction Performance and Environmental Performance.

BC Transit requires that the Operating Company have a Performance Management, Monitoring & Reporting plan to ensure effective and efficient performance of their employees and promote continuous improvement in the delivery of the Transit Services. For all management and supervisory positions, the Operating Company should establish and oversee for the duration of the contract term, formally documented performance management programs with annual goal setting, controls and/or incentives to ensure the Operating Company's operations are conducted, and key employees are managed, in a way that supports the achievement of BC Transit's stated performance goals and the continuous improvement in the outcomes being measured by the KPIs. The goals of the performance management plan should include some relevant key performance measures outlined in the Reporting and KPIs information contained within the Section 4 of the Supplemental RFP Information.

It is anticipated that during the term of the contract, additional critical success factors related to the Operating Company's responsibilities will be determined through the use and reporting of the performance indicators outlined above. They will also be used as a tool to track and improve transit systems province wide.

Reporting

The Operating Company is required to monitor its activities and accurately complete in full the reporting required by BC Transit. Required reports and their due dates/times are contained in the Reporting and KPIs information found in the Supplemental RFP Information. Where the Operating company is required to file a report by a certain date, the Operating Company will be required to pay a late filing penalty of \$100 per business day per report if the report is received later than 5 business days after its due date unless BC Transit, in its sole discretion, decides to waive part or all of the late filing penalty. The 5 days period does not apply to critical incident reports which must be filed within the time indicated within the Supplemental RFP Information. Late filing fees will be deducted from the Operating Company's monthly invoice. Incomplete or incorrect reports will not be considered filed until all information required is provided and/or corrected by the Operating Company.

4.3 COST MANAGEMENT – ACCOUNTING, BILLING AND COST CONTROL

The Operating Company is required to have a reliable and efficient accounting system and program in order to deliver timely and accurate billing, cost controls and budget management capabilities that should include the following components:

- a. Budget development and monitoring;
- b. Expenditure and work order tracking and auditing processes;
- c. Processes and controls to ensure BC Transit is paying at cost only for parts used in the delivery of transit services;
- d. Electronic billing via E-billing (see Section 4.12 IT Requirements for discussion of E-billing requirements) and occasional manual billing for items such as accident repairs;
- e. Spending authority controls; and
- f. Cost controls to prevent budget overruns especially as they relate to management of vehicle and facility maintenance costs, BC Transit expects Proponents to work with BC Transit to stay within expected maintenance budgets as set out in the AOA and find ways to control or reduce costs through improvements in efficiency. The Operating Company is expected monitor and work within allocated budgets framework by ensuring staff are:
 1. Appropriately trained and supervised to maximize productivity;
 2. Adhering to standardized repair times provided by BC Transit;
 3. Using skilled maintenance staff;
 4. Purchasing parts and material at best value and charged at cost;
 5. Communication with Fleet Standards after 2 hours diagnostic time; and,
 6. Seeking pre approvals from BC Transit where repairs or maintenance work on the Operations Facility or conventional transit fleet is anticipated to exceed \$1500. For custom transit fleet pre-approval threshold is \$1,000.

4.4 HUMAN RESOURCES & STAFFING MANAGEMENT

The Operating Company is responsible for all aspects of its human resources and employees including hiring and staff management, labour relations and collective bargaining, shift assignment, performance management, payroll, benefits etc necessary to operate the Kamloops Transit System. As part of this responsibility the Operating Company must have a Human Resources & Staffing Management Plan that includes the following:

- a. A recruitment and retention plan that outlines how the Proponent will hire and maintain their employees (especially drivers & mechanics) to ensure the ongoing provision of the transit services identified in this RFP; and
- b. A performance management plan (see Section 4.2).

BC Transit also prefers to see a Proponent have a Customer Service Code of Conduct within their respective Human Resources & Staffing Plan that promotes a customer service oriented culture within their employees, especially front line employees in contact with the public such as drivers and customer service staff.

In addition, with respect to the following positions that the Operating Company is responsible for, BC Transit requires the following qualifications and policies which must be reflected within their Human Resources & Staffing Plan:

- a. Driver's Qualifications - The Operating Company is responsible for the provision of all required drivers and shall conduct any necessary background checks on each driver to ensure he/she meets the following standards and are qualified to deliver public transit services:
 1. Must be employees (full or part time) of the Operating Company and must be competently trained in accordance with BC Transit Standards (refer to Section 4.8);
 2. Continuous possession of all required licenses and certifications necessary to operate the public transit vehicle they are assigned;
 3. Not more than 2 traffic violations in the past (5) years relating to operation of a motor vehicle and meets the following:
 - i. No more than 3 points in the past (3)years
 - ii. No more than 5 points in the last (5) years
 4. Sensitivity to customer needs;
 5. Ability to manage conflict and resolve complaints and problems as they occur; and
 6. No history of criminal convictions for crimes involving operating a motor vehicle, thefts or assaults or convictions of a sexual nature; with respect to other types of convictions, the Operating Company must ensure the nature of the charges would not be harmful to BC Transit's public image or put the security of the system, its revenues or riders at risk.

- b. Maintenance & Vehicle Servicing Staff - The Operating Company is responsible for the provision of all required maintenance & vehicle servicing staff and shall conduct any necessary background check on each staff member to ensure that all staff involved in the these functions meet the following standards:
1. Must be employees (full or part time) of the Operating Company (use of subcontractors may be acceptable where pre approved by BC Transit, refer to section 2.17);
 2. Are competently trained and possess all necessary licenses; and,
 3. No history of criminal convictions for crimes involving theft; with respect to other types of convictions the Operating Company must ensure the nature of the charges would not be harmful to BC Transit's public image or put the security of the system, its revenues or riders at risk.
- c. Other Staff - The Operating Company is responsible for the provision of all other staff required to support their delivery of the Kamloops Transit Service, including management and supervisors, customer service and dispatching/depot and shall conduct any necessary background check on each staff member to ensure that all staff involved in the these functions meet the following standards:
1. Must be employees (full or part time) of the Operating Company (use of sub Operating Company may be acceptable where pre approved by BC Transit, refer to section 2.17);
 2. Are competently trained and possess all necessary licenses; and,
 3. No history of criminal convictions for crimes involving thefts; with respect to other types of convictions the Operating Company must ensure the nature of the charges would not be harmful to BC Transit's public image or put the security of the system, its revenues or riders at risk.
- d. Criminal Record and Background Checks - The Operating Company is required to adhere to BC Transit's Standards and related legislation within the respect to the conduct of criminal record checks and vulnerable sector searches to ensure employees do not pose a risk to children or vulnerable adults . These policies are in accordance with provincial directives from the Ministry of Public Safety and Solicitor General. More information on the requirements for these checks is available at <http://www.pssg.gov.bc.ca/criminal-records-review/>

4.5 SERVICE DELIVERY - OPERATIONS MANAGEMENT

The Operating Company is responsible for day to day management, staffing and operations for the delivery of both the Conventional and Custom Transit Service as outlined within the Service Specifications. These activities include all daily service oversight & supervision, vehicle and driver

assignments, custom transit eligibility registrations and ride bookings, maintenance and operations coordination, incident response and service recovery.

To support this delivery, the Operating Company is required to have and follow a service operations plan for both the Conventional and Custom Transit Service to detail how they will deliver the Service Specifications in an efficient, reliable and effective manner while ensuring timely and responsive customer service. The plan must outline the total staffing requirements by position and number of staff for each position. The plan must also explain all key components of the Proponent's operations and related procedures to deliver the transit system on a day to day basis including how they will satisfy the following requirements to:

- a. Have sufficient supervisory resources available to oversee and monitor the day to day delivery of both Conventional and Custom Transit Services to help ensure system performance and respond to issues that may impact the service. Given the size of the system, BC Transit recommends some form of on street supervision during parts of the operating day to help manage issues impacting the transit system. Proponents should outline their procedures for supervising day to day transit service;
- b. Have Driver and vehicle assignments that ensure reliable staffing and efficiency based on the established blocking of vehicles. It is important to note that for Conventional Transit Service, BC Transit will provide the blocking assignment of vehicles for the Service Specifications. The Operating Company is required to use this blocking for their run cutting and assignment of drivers and vehicles;
- c. Analyse and audit their operations procedures to determine what procedures are effective and efficient including how to measure and promote the reduction of the ratio of payroll hours to revenue hours;
- d. Ensure there is effective and efficient communications and processes between all staff to ensure fleet vehicles are ready to start and maintain service as per the scheduled start times. In support of this requirement, the Operating Company must have documented procedures between maintenance staff and depot staff regarding daily vehicle availability and assignment, tradeoffs and breakdown recovery procedures to ensure schedule reliability;
- e. Ensure and monitor the reliable on-time performance of the transit service and have procedures outlining how they will do this both at the Operations Facility for all departing vehicles and periodic sampling at the major timing points. For timing point review, BC Transit expects this work will result in the Operating Company incurring 110 hours annually or 2 hours per week of staff time at major timing points to monitor arrival and departure times. The Operating Company must have policies and procedures for determining service responses for traffic delays, weather-related delays and ensuring passenger connections at timed transfer points (primarily for Conventional Transit Service);

- f. Provide on road incident reporting and have incident response procedures (including service interruption recovery) that allow drivers immediate contact with a supervisor to request support for issues impacting the service performance or incidents on board transit buses and at exchanges. The Proponent should outline the communication procedures they will have in place between operations (or transit supervisors where applicable) and drivers through all hours of business operations including the number of radio channels, their purpose and area of coverage. The Operating Company is required to report to BC Transit all critical incidents² on the 24 hour critical incidents reporting telephone line as soon as they become aware of the incident and file an written incident report within 4 hours of the occurrence;
- g. Notify BC Transit and the City of Kamloops regarding customer issues with on-street facilities (i.e. bus stops/boarding areas, shelters and etc.) to ensure passenger facilities are in clean and proper order;
- h. Provide the dispatching of extra transit services requested by the City of Kamloops from time to time for special events (e.g. Christmas Lights Tour for Seniors) where the request is approved by BC Transit;
- i. Determine when overload vehicles are required and subject to consultation with BC Transit, the dispatching of the overload buses; and,
- j. As a part of the GFI Farebox program, for all boardings that do not provide adequate fare by cash, ticket, or swipe pass, ensure that these boardings are recorded with the GFI Farebox keypad. The data collected by the GFI Farebox from the cash, tickets, swipe passes, and keypad interaction allows BC Transit to capture 100% of the ridership information. 100% driver compliance for fare classifications with the GFI keys is critical to determine ridership.

The Operating Company is responsible for providing door to door Custom Transit Service for people with disabilities. In addition to the general requirements identified above that apply to both Conventional and Custom Transit Service, the Operating Company is required as part of their service operations plan to provide a Custom Transit System dispatching centre that meets the following requirements:

- a. Sufficiently staffed to conduct timely client eligibility registrations, answer ride requests, book and dispatch rides, schedule custom transit vehicles, maintain rider and trip logs, report ridership and trip information to BC Transit and administer taxi supplement during the Custom Transit Service's operating hours;
- b. Written procedures outlining the organization, technology roles, duties and customer service goals;

² See SE-074 - BC Transit Operational Incident Reporting Policy at BC Transit's Safety, Security and Training website at <http://www.bctransit.com/sst> under the documents tab.

- c. Provides a sufficient number of listed phone lines to handle daily call volumes (providing no callers should wait on hold more than 5 minutes during operating hours) and allows for voice messaging after hours for bookings and cancellations;
- d. Provides email access and monitoring for trip bookings and cancellations; and,
- e. Administers both the taxi supplement and Health Connections programs to maximize the efficiency of the Custom Transit Service.

4.6 MAINTENANCE OF THE CONVENTIONAL & CUSTOM FLEET

The Operating Company is responsible for the management, administration, staffing and delivery of all activities necessary for day to day maintenance and servicing³ of BC Transit's fleet vehicles and related equipment in a manner that provides safe, reliable and cost effective public transit. These responsibilities include all maintenance tracking, work plan and work order development, parts and inventory management and commercial vehicle inspections.

In carrying out the above activities, the Operating Company is required to adhere to the following requirements:

- a. All Fleet vehicles are maintained and serviced by the Operating Company unless otherwise approved by BC Transit;
- b. All fleet vehicles are maintained and repaired in a workshop environment that is safe, suitably equipped, clean and professional;
- c. Appropriate levels of mechanical and servicing staff must be on-site for all hours the fleet is in service;
- d. All fleet vehicle maintenance, servicing and vehicle inspections are performed in a way that meets or exceeds BC Transit Standards and applicable provincial and federal legislation (e.g. National Safety Code);
- e. Maintenance costs and budgets are managed to the best of the Operating Company's abilities in accordance with annual budgets established by BC Transit;
- f. Maximizing mechanical staff effectiveness through scheduling and work plans for all workshop maintenance activities;
- g. BC Transit shall only be charged at cost for all parts and materials used in the maintenance and repair of fleet vehicles;
- h. All maintenance expenditures over threshold of \$1,500 for the conventional fleet and \$1,000 for customer transit fleet are pre-approved by BC Transit;

³ Servicing includes all activities (other than maintenance) necessary to prepare the fleet vehicles for daily revenue service including fueling & liquids, interior/exterior cleaning and washing, farebox probing and emptying.

- i. Nominate an employee in a non-union position (this person does not need to be dedicated solely to this role but may have shared duties), who will be the primary liaison with BC Transit Asset Management and Maintenance staff; and,
- j. The employee nominated in Section 4.6(i) must execute a monthly certification that all vehicles in service during the month were inspected according to BC Transit Standards and all provincial and federal vehicle standards and were determined safe and good repair. Certification must be filed within 14 business days of month end.

The Operating Company is required to have and follow a Vehicle Maintenance Plan that reflects the requirements, standards, processes and forms outlined above in this section and in the Fleet Maintenance information contained in Section 5 of the Supplemental RFP Information. The plan must explain their total maintenance operations and related procedures and include information of the following components:

- a. The staffing and management oversight (organizational structure including organization chart for the maintenance and servicing group) that provides appropriate supervision to maintenance & servicing staff during all hours that maintenance staff are working to ensure they are productive and their work meets applicable standards. BC Transit desires to see direct supervision used during peak daily periods of maintenance & servicing work with lead hands used at all other times;
- b. The processes, procedures and controls for identifying fleet maintenance requirements, development of work plans, schedules and work orders. The work plans should include providing mechanical staff with all information required to complete the required task including:
 1. Work package including repair times, work orders, PM sheets, wheel re-torque sheets, work instructions – all necessary paperwork;
 2. Details of work required including process to include back log of deferred work;
 3. Ensuring all parts, material, lubricants (Bill of material) are available; and,
 4. Workshop bay, hoist, tools, workshop equipment and any other equipment as required.

BC Transit expects the Operating Company's above processes are designed to maximize mechanics time on direct productivity as opposed to administrative duties developing work plans, schedules and work orders.

- c. The processes, procedures and controls to ensure vehicles are safe and their maintenance adheres to BC Transit Standards, manufacturer's specifications and standards and is in compliance with the all applicable provincial and federal regulatory requirements (e.g. the

- National Safety Code). This also includes the description of the proposed pre-inspection and post-trip inspection process and how reported defects will be handled prior to fleet vehicles being returned to service and how defects shall be reported and tracked to ensure they are addressed and work scheduled as soon as possible;
- d. The processes, procedures and controls for warranties handling and reporting systems to ensure no warranty claims are missed;
 - e. Communicating and monitoring processes to ensure all staff adherence to BC Transit Standards and applicable regulatory requirements;
 - f. Providing sufficient mechanical staff to ensure the ratio of staff to vehicles is efficient and productive. BC Transit recommends a ratio of no less than 7 fleet vehicles to 1 mechanic and no more than 10 fleet vehicles to 1 mechanic;
 - g. The processes, procedures and controls for ensuring mechanical staff are appropriately licensed for buses being worked on;
 - h. The processes, procedures and controls to ensure completion of the BC Transit maintenance program and commercial vehicle inspections program inspections (CVIP) on time and in the most cost-effective manner;
 - i. The processes, procedures and controls that relate to reporting and corrections of noted mechanical defects, emergency and road call procedures for on-road vehicle breakdowns (i.e. passenger transportation to destinations, how the next trip would operate, etc.) and procedures for vehicle substitution for longer time periods, if required;
 - j. The processes, procedures and controls for inventory levels, tracking, scheduled and unscheduled repair items, air conditioning and wheelchair lift parts and materials, methods of control;
 - k. The processes, procedures and controls for ensuring that maintenance documents are accurate, storage timelines are appropriate and the storage location of the files is defined;
 - l. The processes, procedures and controls to be used for the fuelling, farebox probing and dumping, cleaning of the exterior and interior of the vehicles including the tools and personnel to be used for each activity and the frequency of cleaning. This should include how vehicles in use shall be serviced daily for fuel, oil, water and lift/ramp serviceability (if so equipped) at end of shift;
 - m. The inspection procedures and quality assurance programs to ensure maintenance and servicing work meets or exceeds BC Transit Standards and applicable provincial and federal legislation; and,
 - n. The processes, procedures and controls that relate to inventory tracking and inventory procurement to ensure compliance with BC Transit Standards (refer to Fleet Maintenance information contained in Section 5 of the Supplemental RFP Information) relating to inventory and parts purchasing.

4.7 FARE COLLECTION & SECURITY MANAGEMENT

The Operating Company is responsible for passenger fare collection on all fleet vehicles and all site security over the fare boxes and revenue up to the point of collection by a third party security company hired by the City of Kamloops. Additionally, the Operating Company is responsible to ensure uncompromised security of the Operations Facility and related assets.

With respect to the fare revenues, the Operating Company is required to verify and ensure the appropriate fare is paid on every trip and ensure all revenues collected remain secure while in the Operating Company's control. With respect to the Operations Facility's security, the Operating Company is required to ensure that they control access to the site and control access to those areas requiring additional security (e.g. fare vault or parts inventory room). In carrying out these responsibilities, the Operating Company is required to have a Fare Collection and Security Management Plan that addresses the following:

- a. The procedures to be used for passenger fare verification/checks;
- b. Driver training on use of electronic (GFI) farebox and what inspections or audits the Operating Company will perform to determine that the fareboxes are being used correctly to accurately record revenues and ridership;
- c. The revenue security procedures and controls at the Operations Facility especially as they relate to access to fareboxes whether during daily servicing of fareboxes or fare box maintenance;
- d. The revenue security collection procedures and controls at the Operations Facility for the collection of all other cash from other revenue streams including secure storage, distribution and sale of Custom Transit Service tickets;
- e. The procedure of delivery of the revenue to the city of Kamloops;
- f. What inspections or audits the company will perform to ensure the chain of custody over revenue is secure at all stages in the process;
- g. The security clearance procedures for people accessing the facility and policies regarding access for employees and non-employees; and,
- h. List by position of who will have access to the alarm, fare collection systems and sensitive keys on site and how access to these items will be monitored and controlled.

The Operating Company is also required to nominate an employee in a non-union position (this person does not need to be dedicated solely to this role but may have shared duties) who will be the primary liaison with BC Transit's Corporate Security department on collection of stats, conducts initial accident investigation role and manages security solution supplied by BC Transit on site.

4.8 STAFF TRAINING, HEALTH & SAFETY & EMERGENCY MANAGEMENT

The Operating Company is responsible for providing training to its employees and having a sufficient number of training staff to ensure all staff receive comprehensive and timely training. BC Transit expects that all staff will receive updated training pertaining to their job on an ongoing basis. Annually, BC Transit conducts training sessions to assist the Operating Company in developing for implementation or enhancing existing programs or “best practices” for maintaining the safest most efficient operation possible. BC Transit’s approach to training is a “train the trainer” model whereby the Operating Company’s trainers are expected to attend the seminars and then implement the training within their own organization. It is required that the Operating Company’s training staff make every effort to attend these sessions when they are offered. It is anticipated that there will be 2 of these sessions a year each averaging 3 days. Travel costs directly attributable to the person attending training will be reimbursed by BC Transit upon completion of the training. Any additional costs for attendance at the seminars and the Annual BC Transit Conference should be accounted for under Training in the Cost Module.

BC Transit has developed standards for both Conventional and Custom Transit Service delivery as well as additional materials for support staff. Where available this BC Transit resource material must be used as the minimum standard curriculum for training all drivers, mechanics and servicing staff. All training resources may be found on the Safety, Security and Training website at <http://www.bctransit.com/sst> under the documents tab. Where the Operating Company believes its documented training standards are superior to any particular aspect of BC Transit’s training standards, they may choose to enhance the BC Transit training material and practices with theirs after consultation with BC Transit.

The core components of all training will consist of goal setting, establishing competencies, assessing skills and needs, developing appropriate curriculum, developing training, evaluating training and documentation of each component. The Operating Company must have and include in their submission, a Staff Training, Health & Safety & Emergency Management Plan that addresses the core components.

4.9 CUSTOMER SERVICE MANAGEMENT

The Operating Company is responsible to provide all day to day customer service in a customer-oriented and timely fashion that seeks to continuously improve the public’s experience with the Kamloops Transit System. The Operating Company is required to have a comprehensive Customer Services Plan that outlines the organization, roles, procedures and customer service goals they will have in place to deliver customer-oriented service that meets the needs of existing and future riders and meets the following requirements:

- a. Ensuring a properly trained staff member is available for taking and responding to customer complaints, requests, information inquiries and commendations in whatever manner (e.g. in person, email or letter) subject to the following requirements:
 1. During normal business hours, the Operating Company should have its customer service office open to the public and staffed appropriately to respond to customer comments and requests in the manner outlined in this subsection 4.9 (a)(3) below;
 2. Outside of normal business hours, telephone and email comments or requests that are received may be handled by the Operating Company's voicemail recording system or automated email response system providing the customer with an anticipated time they can receive a response in the manner outlined in subsection 4.9(a)(3) below or by directing them to the appropriate information they are requesting. This system must also allow for forwarding of telephone calls or emails to an appropriate on call staff member during operating hours where there the matter is urgent due to safety or security concerns; and,
 3. All customer requests or comments received must be responded to in a timely manner by the Operating Company. The Operating Company should seek to respond to most requests and comments on the same day as received. All complaints and compliments (and any related Operating Company responses) must be forwarded to BC Transit within 24 hours of receipt.
- b. Keeping accurate reporting logs of all customer inquiries, complaints, comments and related responses by the Operating Company and reporting all of these to BC Transit;
- c. Providing phone numbers and email access for the Conventional and Custom Transit Services as well as ensuring there are staff who can respond in a timely manner to these inquiries during normal business hours and appropriate coverage for after hours;
- d. Managing a lost and found service;
- e. Disseminating printed customer service information provided by BC Transit or city of Kamloops such as:
 1. On-street information signage (e.g. temporary bus stops) as required;
 2. Managing distribution of rider's guides as required; and,
 3. Posting of interior bus information cards as required.
- f. Ensuring accurate and timely customer alerts on the Kamloops Transit System's website and/or other media as required to provide riders with current information on matters that impact service for example new service changes, road or weather closures;
- g. Operating Company initiatives to maintain current ridership and attract new customers during the term of the contract through community outreach programs;
- h. Community and customer relations training for drivers and office personnel in contact with the public including how often an employee would receive refresher training;

- i. Spot checks and audits to ensure drivers and customer service employees are conducting themselves in a customer-service oriented fashion consistent with the Operating Company's Customer Service Code of Conduct and determining where additional training is required;
- j. Procedures to ensure all media calls received by the Operating Company related to BC Transit business are managed and responded to through BC Transit's public relations department; and,
- k. Procedures to ensure all vehicles and rider communications adhere to BC Transit's branding guidelines.

4.10 OPERATIONS FACILITY MANAGEMENT

The Operating Company is responsible for managing and coordinating regular facility maintenance for the Operations Facility in a way that ensures a safe, reliable and efficiently run facility and is required to have an Operations Facility Management Plan that provides how they will achieve these goals and carry out their maintenance responsibilities.

The Operating Company is responsible for ensuring that any work performed is of a sufficient quality and level of completion to warrant payment by BC Transit. The Operating Company must maintain the facility in accordance with all applicable BC Transit Standards, municipal, provincial and federal regulatory standards. Maintenance includes the maintenance of the building, fixtures, equipment, parking and grounds. BC Transit expects that the Operating Company will proactively identify and communicate to BC Transit any significant issues with respect to the facility and related equipment. The Operations Facility will be licensed to the Operating Company through a Facility License of Occupation Agreement that among other things outlines the maintenance and cleaning requirements and other obligations and responsibilities that apply to the Operating Company with respect to the Operations Facility. A sample of the Facility License of Occupation Agreement is found in the Sample Agreements information contained in the Supplemental RFP Information.

To provide oversight, reporting and management of the facilities maintenance, BC Transit recommends the Operating Company allocate a portion of a full time employee to this role and related work. This includes conducting a weekly facility inspection, organizing and overseeing third party maintenance and repair work. The Operating Company is required to nominate a non-union employee in a supervisory position as point of contact for this facility management role. This member should have a suitable skill set and experience to oversee Operating Company's work, communicate effectively with BC Transit's Asset Management Department and propose solutions to facility related issues. BC Transit will provide training to the staff member on the specific needs for the Operations Facility.

The Operating Company is also responsible for performing day to day building cleaning and janitorial work in accordance to the APPA Standard of Cleaning – Level 2 – Ordinary Tidiness and

should include these costs, including any supplies and sundry items used within their Cost Module whether they provide the service themselves or through a sub-contractor. If a sub-contractor is to be used, the Proponent should refer to Section 2.17 and provide the name of sub-contractor in their submission. The Operating Company is also responsible for all waste management and disposal costs resulting from operating the Operations Facility and should include these costs in their Cost Module.

Aside from the facilities management, cleaning/janitorial work and waste management discussed above, most other maintenance and repairs at or on the Operations Facility and its related fixtures and systems will be done by accredited third parties sublets as and when required. As part of the facility management role the Operating Company is responsible for determining when this work is required to ensure warranty maintenance is completed and the facility remains a safe and reliable environment. Examples of this kind of sublet work includes such things as the maintenance of air handling systems or snow removal. Facilities maintenance work is to be performed by professionals or trades licensed or accredited in that particular field. The work and related costs for such sublet maintenance work, including snow & ice removal are to be managed and paid by the Operating Company, with actual sublet costs charged at cost to BC Transit as a flow through cost via the Operating Company's monthly E-billing. As these sublet costs are flow through costs they should not be included within the Proponent's Cost Module. In cases where the work is estimated at greater than \$1,500 in value, prior approval must be obtained from a BC Transit's Asset Management department. If this prior approval is not granted, BC Transit reserves the right to withhold payment to the Operating Company for the work.

Non-maintenance projects such as building envelope changes, major equipment additions or building renovations will be managed by BC Transit or a representative of BC Transit as required. Should BC Transit sub-contract such work, the Operating Company is expected to cooperate with the sub-contractor and help manage work with the delivery of Transit Services.

BC Transit may conduct periodic assessments to verify that the Operating Company's performance in managing facility maintenance is in accordance with those standards provided by BC Transit. BC Transit may conduct periodic inspections of the facility with no notice. These inspections ensure that the maintenance of the facility is being performed in a manner consistent with the Operating Company's legal obligations through WorkSafe BC, as well as to verify that it is in compliance with its contractual obligations and RFP submission. If the Operating Company is determined by BC Transit to not be in compliance with its obligations, a written warning will be issued initially providing a date by which the issue must be rectified within.

If they Operating Company does not comply with the warning, \$2,500 will be deducted from their monthly invoice to pay the costs associated with the second inspection by BC Transit and/or remedial training costs.

Please note that prior to performing any modification to the building, land or supplied equipment, the Operating Company is required to have the written consent of BC Transit's Asset Management department to perform the modification. Prior to initiating a modification, drawings, photos and a description of the change may be required at the discretion of BC Transit.

Any damage or destruction to the buildings, improvements or lands during the Operating Company's occupancy, beyond what is considered normal wear and tear, will be repaired at the Operating Company's expense and to the satisfaction of BC Transit.

4.11 ENVIRONMENTAL MANAGEMENT SYSTEM & ENVIRONMENTAL COMPLIANCE

The Operating Company is responsible to ensure all activities done by their employees, sub-contractors or agents to deliver the Transit Services are in compliance with all legal and other requirements that apply including local, provincial and federal environment regulation. Other requirements can include agreements with government(s), customers, shareholders, guidelines, commitments, principles and codes of practice that influence how environmental aspects are to be handled. More information on the Operating Company's obligations and responsibilities with respect to the facility and environmental matters is available in the Facility License of Occupation Agreement which will be forward as part of the Supplemental RFP Information.

As part of this responsibility, the Operating Company is required to implement, operate and maintain an Environmental Management System (EMS) that continually identifies, tracks, reduces and responds to environmental risk. BC Transit recommends that an ISO 14001:2004 based system be used as the plan-do-check-act cycle demonstrates continual due-diligence.

The Operating Company is required to nominate a non-union employee in a management position as the primary contact responsible for its EMS.

As part of their overall duties, the Operating company is required to provide an environmental certificate of compliance statement on a quarterly basis to BC Transit confirming that the Operating Company has been conducting its business including operation of the fleet and facilities in a manner which complied with all legislation, regulations, standards, policies and procedures governing environmental management applicable to them.

The certificate of compliance statement should also include documentation supporting the assertion of compliance for the period reported, including the operator's relevant environmental reports and audits to ensure the statement is accurate and complete.

A sample of an EMS template and inspection checklist is found in Section 6 of Supplemental RFP Information.

4.12 IT REQUIREMENTS

The Operating Company is responsible to provide, operate and maintain all of its own hardware and software to meet the information technology (IT) and communications needs of its business operations over the course of the contract term including radio and other communications, telephone switches, computers, servers, routers, network hardware and all call answering services and run cutting programs.

With respect to Custom Transit Service, the Operating Company is required to provide, operate and maintain a software system and supporting hardware (e.g. server) for custom transit client registration, trip booking, scheduling, dispatching and on demand and monthly rider usage reports. The Operating Company is required to ensure its systems and procedures for collecting rider information complies with all applicable legislation that applies to the collection and protection of personal information including the FOIPPA. The custom transit software program must support maximizing efficiency in the scheduling of custom transit vehicles.

Additionally, BC Transit requires Operating Companies to submit monthly invoices to BC Transit by the use of an E-billing program. To receive timely payments, E-billing must be received by BC Transit by the 14th day of the month following the expenditure. E-billing is a Windows based electronic billing system to replace the paper based submission of monthly reports from transit operating companies. E-billing training will be provided by BC Transit staff. Other performance data will be collected via the internet and therefore access and use of the web is required. In order to operate the E-billing program and other reporting requirements, the Proponent is required to have the following minimum technology:

- a. Sufficient personal or business computers on site to support the Transit Services that run under a Windows operating system;
- b. Internet access. The Operating Company must have access to the internet and maintain an email address to allow for the receipt and use of online forms or information as required by BC Transit or the Commercial Safety Vehicle and Enforcement; and,
- c. Access to an email account which will accept five (5) Megabyte .doc, .xls and .pdf file attachments formats.

From time to time BC Transit may require the Operating Company adopt standard software for operations or asset management. Implementation and transition of these will be discussed with the Operating Company.

4.13 RISK IDENTIFICATION & MITIGATION STRATEGIES

The proponent is preparing a bid based on the Service Specifications and additional requirement outlined in Section 4 of this RFP. There is potential for a system to increase or contract within the contract period based on a number of factors at the local or provincial level including annual funding ability. The operation of a transit system can be faced with the potential of unidentifiable risks that surface as a result of a number of factors (examples, environmental, financial constraints, operating issues etc.) As service levels change BC Transit will work with the Operating Company to determine what if any adjustments need to be made to budgets based upon costs and other information submitted.

Each transit system throughout the Province has its own regional uniqueness. Proponents are encouraged to review the system in conjunction with the Operating Company's area of responsibilities outlined in Section 4 and identify any potential risk that may impede the identified deliverables and outline their risk mitigation and management strategies. It is also desirable that Proponents identify their proactive strategies for ongoing risk identification, mitigation and management practices within an operating environment.

BC Transit expects that the successful Proponent is a seasoned operator who is experienced in identifying and managing risks associated with the delivery of public transit services and the management of transit facilities as reflected in this RFP.

4.14 TRANSIT SUSTAINABILITY

BC Transit has made a commitment to measure, improve and be accountable for our environmental, financial and social results. BC Transit also measures and reports its greenhouse gas emissions under carbon accounting protocols consistent with the Carbon Neutral Government Regulation and offsets those regulated greenhouse gas emissions it cannot avoid through payments to the Pacific Carbon Trust. The Operating Company is required to have Corporate Sustainability & Conservation Plan that should include the following:

- a. The Operating Company's corporate sustainability goals;
- b. Operating Company's corporate greenhouse gas reduction strategy;
- c. Methods of identifying and improving energy efficiencies for the Operations Facility and fleet assets including methods of waste reduction and waste diversion;
- d. Monitored sustainability indicators and reporting methods on carbon footprint; and,

- e. Resource use tracking methods.

As part of this plan, the Operating Company is required to initiate, maintain and audit specific programs that promote reduced fuel consumption with its fleet and energy conservation at the Operations Facility. An example of a specific program the Operating Company would be required to implement and monitor for the fleet would be the Fuel Sense or Anti-idling policies found in our BC Transit's Bus Operator's Training Manual. With respect to the Operations Facility, an example of a potential program to promote energy conservation would be policies requiring garage bay doors be closed during winter months at all times except for the times needed to move vehicles or for safety purposes.

4.15 TRANSIT INNOVATIONS

BC Transit desires continuous improvements to the provision of transit within the local area. The successful Proponent is expected to reflect its expertise and commitment to delivering continuous improvement by establishing plans and goals to:

- a. Improve the image of transit locally;
- b. Improve the rider's experience;
- c. Participate in local activities to promote the transit system in the City of Kamloops; and,
- d. Aid the BC Transit and the City of Kamloops in planning and delivering the best possible transit service.

4.16 BUSINESS INNOVATIONS

The new Operations Facility has been built to meet the current and future needs of the Kamloops Transit System and therefore has unused capacity. This provides a potential for additional business activities to be operated from the facility in the future if additional Provincial and Local Government approvals are sought and granted. BC Transit desires help from its Operating Company to explore the potential for other lines of business the Operating Company could operate that would leverage the unused capacity of the Operations Facility and its related servicing systems. These new lines of business should compliment the intended use of the facility as a heavy vehicle maintenance and services depot. Some examples of additional business that an Operating Company could potentially run from the facility would be servicing commercial coaches or operating charter bus services from the facility.

It is envisioned that revenues generated by the Operating Company for additional lines of business would belong to them. BC Transit would not be directly involved in the operation of the additional business. In return for the use of the facility the Operating Company and BC Transit would negotiate market lease or rental rates for the areas and or equipment being used specifically for the Operating Company's separate business(es). The goal of this arrangement would be to see unused facility

capacity utilized to reduce the overall annual carrying costs of the Operations Facility for both BC Transit and the city of Kamloops.

As part of their submission Proponents should provide an outline of what type of alternative business activities they could realistically operate at the new Operations Facility.

The outline should describe in the following:

- a. The type(s) of business that is proposed to be conducted?
- b. What market is the business intended to serve?
- c. What areas of the Operations Facility and related equipment would be utilized?
- d. Does the Proponent or a related party, already have experience in running this kind of business?
- e. What could be the timeline and major milestones to launching this new business?
- f. What, if any, major obstacles would the Proponent have to resolve before launching their proposed business?
- g. What would be the anticipated volume of business?
- h. Would the business leverage any management or employees identified as part of the public transit service?
- i. How could the Operating Company ensure that costs related to operating the additional business remains separate from the costs of operating the public transit service?

It is important to note that BC Transit is only at a stage of exploring this type of opportunity and there are barriers to doing this at this time that would require approvals by other parties before any business, other than the Kamloops Transit System, could be operated from the Operations Facility. Any decision to pursue additional lines of business at the Operations Facility would be subject to the approval of the city of Kamloops. Proponents should not factor the potential for additional business at the Operations Facility into their submission costs as there is no guarantee BC Transit will pursue it nor is there any certainty the necessary approvals could be secured to do so.

5.0 SUBMISSION REQUIREMENTS & GUIDELINES

5.0 GUIDELINES

Proponents should exercise extreme care when completing their proposals as failure to complete the proposal fully or to comply with the proposal instructions may cause a proposal to be rejected or not fully evaluated. Points will be awarded based on the information provided by the Proponent. Proponents (whether they be the incumbent or a new Proponent) should not assume that BC Transit is familiar with their business or business practices. Where a Proponent demonstrates existence of a basic, acceptable program which in the opinion of the reviewers meets the requirements of this RFP, the minimum “pass” points allotted for this item will be applied. Proponents providing more detailed and demonstrated value for dollar and innovative solutions will receive additional points beyond the minimum.

Proponents are asked to address each area identified, responding to the overall requirement along with the particular items addressed for each segment. In order to have the submission fully evaluated, it is recommended that Proponents adhere to the submission guidelines outlined in Section 6.

It is expected that the successful Proponent will have a plan to meet or exceed the basic requirements identified. A Proponent’s submission that demonstrates a clear plan to work with BC Transit and the City of Kamloops in an innovative fashion to provide the best quality transit service to increasing numbers of customers will earn additional consideration in this bid process. The information provided by the Proponent in the Cost Module must be based on the Proponent’s submission in Part A and the Service Specifications and requirements in Section 4.

Total costs should be shown for each of the 2.75 years separated into the applicable columns for Conventional Transit Service, Community Transit Service and Custom Transit Service. Costs for the first contract year will only be for a 9 month period (July 1, 2012 to March 31, 2013).

This section will be used to evaluate the company’s approach to the daily management of the transit system and the ability of the Operating Company’s management team to respond to local conditions. **The relevance of the proposal to local conditions is important and will be analyzed and scored. Proponent’s need to ensure they address in their submission the Service Specifications in Section 3, the requirements outlined in Section 4 as well as address the specific information requested within this Section 5.**

In order to have the proposal fully evaluated use the following numbered list as a format guideline providing the following information in the Sections outlined below.

This will allow for the easier evaluation of the Proponent's Proposal and to ensure that the Proponent receives the fullest consideration for the submission. In order to have the submission fully evaluated it is strongly recommended that each Proponent's submission should be presented in two main Sections:

Part A: Core Service

Part B: Costs

Each category refers to a specific element of the system and is listed below. Missed information may result in the proposal not receiving a full evaluation. In completing their proposal,

Part A - Core Services

1. System Management & Supervision
2. Performance Management & Reporting
3. Cost Management - Accounting, Billing & Cost Controls
4. Human Resources & Staffing Management
5. Service Delivery – Operations (Conventional Transit and Custom Transit)
6. Maintenance of the Conventional & Custom fleet
7. Fare Collection & Security Management
8. Staff Training, Health & Safety & Emergency Management
9. Customer Service Management
10. Operations Facility Management
11. Environmental Management Systems & Environmental Compliance
12. IT
13. Risk Management
14. Transit Sustainability
15. Transit Innovations
16. Business Innovations

Part B - Costs

The Cost Module will be forwarded to the proponent upon BC Transit's receipt of the RFP Acknowledgement form found in Appendix 1. For each item listed in the Cost Module, the Proponent is asked to provide a cross referenced itemized list identifying the specific make up of these costs.

Part A - Core Services

1. SYSTEM MANAGEMENT AND SUPERVISION

BC Transit requires the Operating Company to have a formal and qualified management structure in place to direct, manage and supervise the Operating Company's activities and employees in performing the Transit Service. Include information about the company or organization. Experience relevant to the operation of a public transit system should be indicated along with current references within the transit industry (minimum 2).

Describe:

- a. The company's management team, i.e., all management and supervisory staff that will be involved in the Transit Service. Include names, positions, qualifications, responsibilities and an organization chart;
- b. The qualifications and responsibilities of each required non-driving staff position not described above and show the positions in the organization chart; and,
- c. The list of any proposed sub-contractors used in the provision of this transit service, their names and principals and the nature of their role.

Note: If an employee is doing one job for the operating company and another for a parent or associated company, indicate the percentage of time devoted to each job and what the other job entails. For example if a parent company is undertaking the financial and administrative bookkeeping please indicate this.

2. PERFORMANCE MANAGEMENT, MONITORING AND REPORTING

Describe the Proponent's Performance Management, Monitoring and Reporting Plan for this system and include information on the following:

- a. How the Proponent will monitor and use KPIs to promote continuous improvement within their operational, administrative, customer service and maintenance performance activities;
- b. Programs, procedures, policies, controls and incentives the Proponent will have in place to ensure the Proponent's operations and employees are managed, in a way that supports the achievement of the stated performance goals and continuous improvement;
- c. How the Proponent will monitor and manage its operations to ensure compliance with all applicable environmental legislative and regulatory requirements; and,
- d. How the Proponent will ensure BC Transit receives accurate and timely reporting.

The Proponent should also include a discussion of any other internal or corporate KPIs, programs, procedures, controls or measures their company uses that support continuous improvement in the operations that deliver the transit service including the oversight and maintenance of the new transit facility.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO SUPPLEMENT THE ABOVE INFORMATION.

3. COST MANAGEMENT – ACCOUNTING, BILLING AND COST CONTROLS

Describe the Proponent's Cost Management Program for this transit system and include information on the following:

- a. Cost controls to prevent budget overruns include any related procedures for seeking pre-approvals from BC Transit;
- b. Processes and controls to ensure BC Transit is paying only for parts used in the maintenance of fleet vehicles and only at-cost for those parts;
- c. Expenditure and work order tracking and auditing processes;
- d. Spending authority controls;
- e. Process and controls to ensure correct allocation of cost to BC Transit for work completed;
- f. Building and property maintenance and utility cost management;
- g. Details of the past 5 years of negotiated rates & benefits with the Proponent's drivers, mechanics and office staff (or less if the Operating Company has not been operating for this period of time);
- h. Process and controls to ensure that fuel consumption by vehicle is accurately tracked and recorded and that only fuel used by transit fleet vehicles is invoiced to BC Transit; and
- i. Any other processes and controls to ensure timely and accurate reporting of costs.

Upon BC Transit's request, Proponents shall be required to submit their most recent financial statements (balance sheet, income statement and statement of retained earnings) and any references which indicate the Proponent's financial capability of operating the Kamloops Transit Service and to submit to BC Transit in a separate sealed envelope addressed to BC Transit's Chief Financial Officer.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO SUPPLEMENT THE ABOVE INFORMATION.

4. HUMAN RESOURCES & STAFFING MANAGEMENT

One of the objectives outlined in BC Transit's Strategic Plan is to "Strengthen our People and Partnerships." The goal is to create an adaptable, socially responsible organization that lives the values of Safety, Customer Service, Sustainability, Integrity, Innovation and Collaboration. BC Transit requires that the Operating Company have a formal Human Resources & Staffing Plan that supports this goal and fosters continuous improvement in personal performance and accountability within its employees.

Describe the Proponent's Human Resources & Staffing Plan for the Kamloops Transit System and include information on the following:

- a. Total staffing requirements by position and number of staff for each position to deliver all of the Transit Services. In addition include an organization chart that reflects this information;
- b. The methods for hiring staff, communicating and managing employee performance to ensure a motivated, customer-focused, and high performing work force. Include discussion whether Proponent would hire existing employees currently working in the Kamloops Transit System and how they would address existing collective agreements and related rights and benefits;
- c. Discussion of what specific incentives programs or other performance measures/KPIs would be in place to for both management and staff to promote performance;
- d. The procedures the Proponent will pursue to ensure an effective and efficient operation and positive labour relations;
- e. The Proponent's Customer Service Code of Conduct and any other codes of conduct that will be applied to employees;
- f. The Proponent's experience in the negotiation and administration of a collective agreement (if applicable) or workplace agreement if non-unionized;
- g. Show how the Proponent's collective or work agreement with its drivers recognizes community bus services as a distinct pay scale from conventional transit services using larger vehicles. Explain how the collective or work agreement defines community bus service and what if any difference is there in the pay scale and/or work rules and benefits between these two services;
- h. The general terms of employment including the following :
 1. rate of pay for each job category (including management and supervisory staff)
 2. benefits plan (in detail)
 3. vacation entitlement
 4. wages and benefits scale for length of service (if applicable)

5. provisions for seniority
6. probationary period
- i. Absentee management programs;
- j. Employee retention programs;
- k. Code of Conduct and Ethics Agreements;
- l. Compliance with Labour and Employee legislation (Human Rights, Labour Standards, NSS) and the Proponents are required to include in their submissions their Prevention of Workplace Harassment Policy; and,
- m. Explain the current procedures for the conduct of Criminal Record Checks for all employees.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO SUPPLEMENT THE ABOVE INFORMATION.

5. SERVICE DELIVERY - OPERATIONS MANAGEMENT

Describe: The Proponent's Service Delivery Plan for their delivery of both Conventional and Custom Transit Service including the following information:

- a. How the Proponent will supervise and monitor day to day transit service to ensure reliability and quick recovery to issues that impact service such as traffic congestion, incremental weather or incidents on board a transit vehicle. Proponents should outline what forms of service supervision they would use (e.g. on street supervision, dispatch call-in etc.) the number of resources and how and when they would use them. If the Proponent is going to use a various forms of supervision they should clearly identify each form and how and when each would be used. Proponents should identify what periods the office will be open to respond to the public and how it will be staffed for to support both the Conventional and Custom Transit Service.
- b. The Proponent's total annual driver payroll hours for each of the first 2.75 years of the Proponent's proposal based upon the Service Specifications and BC Transit's vehicle blocking separated in total hours for all Conventional Transit Service, Community Transit Service and Custom Transit Service (note: total payroll hours includes all hours required to operate the revenue service plus any unproductive time and allowances).. The amount of hours calculated by Proponent for each component of productive and unproductive time (e.g. deadhead time, pre trip hours post trip hours, driver allowances etc.) and any other allowances that comprise the total payroll hours must be shown;
- c. The procedures to prepare driver and vehicle assignments that ensure staffing and efficiency. Include information on who will create the assignments and what criteria will be used and how the assignments will align and support BC Transit's blocking of Conventional Transit Service vehicles for the Service Specifications;

RFP 11.47 Transit Management Services for Kamloops Conventional and Custom Services

- d. The applicable work rules and procedures as they relate to driver breaks (if any) and start of work requirements (for example can drivers start work at locations other than the Operations Facility for shift changes without incurring additional time allowances) and whether these rules and procedures support BC Transit's blocking assignment;
- e. Demonstrate how the Proponent measures and promotes the reduction of the ratio of payroll hours to revenue hours;
- f. The procedures between maintenance staff and depot staff regarding daily vehicle availability, assignment, trade offs and breakdowns to ensure reliability within the service;
- g. The operations policies and procedures to ensure and monitor the reliable on-time performance of the transit service. Include detail on policies and procedures for traffic delays, weather-related delays and ensuring schedule adherence;
- h. The procedures the Proponent will have in place for on road incident reporting and response procedures including service interruption recovery. Also describe the Proponent's emergency response procedures, including responding immediately to incidents on board transit buses and exchanges and ensuring all critical incident reports (see Reporting and KPIs information found in Section 4 of the Supplemental RFP Information) are submitted to BC Transit within the required times;
- i. The procedures the Proponent will have in place for notifying BC Transit and the City of Kamloops regarding customer issues with on-street facilities (i.e., bus stops/boarding areas, shelters, et cetera) to ensure passenger facilities are in clean and proper order;
- j. The communication procedures the Proponent will have in place between drivers and transit operations/depot through all hours of business operations including the number of radio channels, their purpose and area of coverage;
- k. Procedures relating to the planning and dispatching of extra services requested by the Local Government for special events where the request is approved by BC Transit; and,
- l. Procedures for monitoring and determining when overload vehicles are required and the dispatching of the overload buses.

Provide information on the Proponent's Service Operations Plan to deliver the Custom Transit Services and related functions including the following information:

- a. The organization, staffing and duties of custom dispatch centre staff and procedures relating to eligibility registrations, call taking, booking, scheduling and dispatch of passenger trips. For each staff member include information on their qualifications and their assignment of responsibility for each element of the program;
- b. Processes for managing cancellations and waiting lists;
- c. The service level goals for client eligibility registrations, answering ride requests, and maximizing scheduling efficiency;

- d. Trip Booking hours;
- e. How custom transit passengers can query regarding operational delays or other schedule related issues (changes in pick up locations etc);
- f. Number of phone lines provided, call handling capacity and after hours call handling procedures;
- g. Scheduling software programs and procedures used to ensure that the number of trips provided is maximized;
- h. Overall organization and program for maintaining essential computer hardware databases and services and procedures for data backup and recovery, protecting data integrity and privacy, and disaster recovery;
- i. Procedures for the storage, distribution and sale of Custom Transit Service tickets;
- j. Procedures to efficiently coordinate, manage and use the taxi supplement program and manage related budgets provided by BC Transit; and,
- k. Procedures to prepare driver assignments that ensure staffing efficiency. Include information on who will create the assignments and what criteria will be used.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. MANUALS MAY BE SUBMITTED TO SUPPLEMENT THE ABOVE INFORMATION.

6. MAINTENANCE OF CONVENTIONAL AND CUSTOM FLEET

Describe the Proponent's Vehicle Maintenance Plan that should reflect the requirements, standards, processes and forms outlined in Section 4.6 and in the Fleet Maintenance information contained in Section 5 of the Supplemental RFP and include information on the following:

- a. The organization and staffing of the maintenance department including how it will be supervised during the hours it is in service. Provide a list of all mechanics dedicated to transit maintenance, including qualifications, assignment of responsibility for each element of the program and their shift schedules;
- b. Recruitment and retention strategies for maintenance staff including how the Proponent will make use of apprentice staff;
- c. Procedures for scheduling work and work plans including how unplanned events which require urgent work will be managed;
- d. Procedures to be used to ensure that the vehicles are safe and the quality of maintenance work meets or exceeds the BC Transit Standards, and all relevant federal and provincial legislation (e.g. National Safety Code);
- e. Procedures for ensuring that maintenance documents are accurate, storage timelines are appropriate and that the storage location of the files is defined;
- f. Procedures for ensuring that pre-trip inspection cards are completed when required and accurate; and,

- g. Procedures and processes to be used for the daily servicing of vehicles as they enter and exit service including:
 - 1. cleaning of the exterior and interior of the vehicles, including the tools and personnel to be used for each activity and how the Proponent will ensure vehicle cleaning meets or exceeds the BC Transit Standards.
 - 2. fueling, oil, water and lift/ramp serviceability (if so equipped) at end of shift;
 - 3. farebox probing and emptying
- h. How drivers will be instructed, and controls implemented, to ensure that vandalism to the interior and exterior of the vehicles is minimized or when it occurs that it is reported immediately;
- i. Procedures and processes that will be used to ensure defects are reported to the Operating Company designate as soon as possible; and,
- j. Name and position of non-union employee who will be primary liaison for BC Transit regarding fleet maintenance matters and will sign monthly certification that all vehicles in service were inspected according to BC Transit Standards and all provincial and federal vehicle standards and were determined safe and good repair.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO SUPPLEMENT THE ABOVE INFORMATION.

7. FARE COLLECTION AND SECURITY MANAGEMENT

The Proponent is required to have, and include in their submission, a Fare Collection and Security Management Plan that at a minimum provides clear procedures for how they will ensure fare verification and uncompromised security over the collection of revenues and the Operations Facility.

Describe: The Proponent's Fare Collection and Security Management Plan including the following information:

- a. The procedures to be used for passenger fare verification/checks;
- b. The revenue collection and security procedures at the Operations Facility for the farebox collected revenue and for all other cash collected from other revenue streams from within the office including Custom Transit Service and secure storage, distribution, and sale Custom Transit Service tickets;
- c. What inspections or audits the Proponent will perform to ensure the chain of custody over revenue is secure at all stages in the process and that the fare boxes are being used correctly to accurately reflect ridership;
- d. Nominated person in a non-union employee position, who will liaise with BC Transit Corporate security on collation of stats, conducts initial Accident Investigation role and

manages security solution supplied by BC Transit on site. This person may be required to attend BC Transit training; and,

- e. The general security procedures, policies and controls that would be in place to ensure access to the Operations Facility is secure especially as they relate to security clearance procedures regarding access for employees and non-employees and the handling of sensitive keys (e.g. access, GFI fare box on site. Describe individuals by position who will have access to the alarm codes and areas where fares and other revenue will be deposited.
- f. The procedure of delivery of the revenue to the city of Kamloops;
- g. All employees handling cash must be bondable

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO <u>SUPPLEMENT</u> THE ABOVE INFORMATION.
--

8. STAFF TRAINING, HEALTH & SAFETY & EMERGENCY MANAGEMENT

The Operating Company is required to have, and include in their submission, a Staff Training, Health & Safety & Emergency Management Plan that uses BC Transit's published training materials as a minimum standard for their training. Where the Proponent has training standards that exceed or go beyond the scope of BC Transit's, the Proponent's may also include these in their submission and outline where they believe they exceed the BC Transit's training standards.

Describe:

- a. The safety and training program for driving staff including, but not limited to:
 - 1. information on the qualifications required for drivers;
 - 2. the goals of the safety and training program;
 - 3. process and procedure to ensure staff meets the National Safety Code requirements for drivers' pre and post trip inspections including reporting requirements;
 - 4. procedures regarding driver route orientation;
 - 5. procedures regarding disability awareness training, mobility aid movement and other issues related to accessible service;
 - 6. the frequency of training specifying the training for new employees versus refresher training for existing employees including the number of days of training for each;
 - 7. the specific retraining if a vehicle or passenger incident occur;
 - 8. who will provide training for the Operating Company's staff and the qualifications and certification of the trainer; and,
 - 9. specify estimated number of new and existing employees to be trained in years 1, 2 and 3 which are specified within the Proponent's Cost Module.

- b. The safety and training program for maintenance and servicing staff (if maintenance program is contracted by another party) including, but not limited to:
 - 1. information on the qualifications required for staff in each position;
 - 2. how mechanics and servicing staff are upgraded in training to take advantage of improvements in the field and changes to technology;
 - 3. how mechanics are trained for diagnostic testing and how this is to be used in the maintenance of buses;
 - 4. how servicing staff are trained to ensure safety and quality standards are met;
 - 5. who will be training the Operating Company's maintenance and servicing staff and the qualifications and certification of the trainer;
 - 6. specify estimated number of new and existing employees to be trained in years 1, 2 and 3 which are specified in the Proponent's Cost Module; and,
 - 7. how staff are trained for hazardous materials handling and environmental compliance and incident response as part of the Proponent's EMS.
- c. The community and customer service training for drivers and office personnel (e.g. call takers, schedulers and dispatchers) including and how often will an employee would receive refresher training;
- d. The Occupational Health and Safety Program including:
 - 1. the occupational health and safety program in accordance with Worker's Compensation Act, including written policies and procedures.
 - 2. the composition and frequency of safety committee meetings.
 - 3. the company's current WorkSafe BC assessment rate and rate class description, including providing evidence of WorkSafe BC coverage.
- e. The Proponent's emergency response programs and procedures documentation for their employees. This will include violence in the workplace programs and training packages for employee emergency response and on road personnel safety.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO SUPPLEMENT THE ABOVE INFORMATION.

9. CUSTOMER SERVICE MANAGEMENT

Describe: The Proponent's Customer Services Plan and activities to deliver the services; include information on the following:

- a. The organization, staffing and related duties of the customer services business unit and its related business hours;
- b. How customer service will be delivered during and after normal business hours including how the Proponent will deal with ensuring there is someone who the public can contact

- where a matter is urgent or relates to security concerns. The Proponent should identify the what periods the office will be open to the public and how it will be staffed;
- c. The types of telephony technology will be used, how many lines will be available, how will call queuing be managed and what if any other communication technologies will be available for customers to communicate with the Proponent;
 - d. What policies, procedures and targets will be in place to ensure the public receives responses in a timely manner;
 - e. How reporting logs will be kept and what policies or procedures will be in place to ensure they are complete, accurate and where required are reported to BC Transit when requested;
 - f. What policies and procedures will be in place to manage lost and found to ensure riders are able to retrieve items left on fleet vehicles;
 - g. BC Transit provides a customer-service website and operator tools to provide up-to-date service information. Describe how the Proponent will ensure riders are kept informed with respect to items that impact the service;
 - h. How the Proponent will ensure that interior bus cards are put in place in a timely manner; and,
 - i. How and with what frequency the Proponent would audit to ensure drivers and customer service employees are conducting themselves in a customer-service oriented fashion consistent with the Operating Company's codes of conduct and BC Transit Standards and determining where additional training required.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO <u>SUPPLEMENT</u> THE ABOVE INFORMATION.
--

10. OPERATIONS CENTRE (FACILITY) MANAGEMENT

Describe: The Proponent's Operations Facility Management Plan and activities to deliver the services, including the following information:

- a. The skills, experience and background of the proposed staff member responsible for facilities management;
- b. The Proponent's arrangements for day to day cleaning of facility to BC Transit Standards and in particular the procedures for ensuring the following objectives are met:
 - 1. the maintenance shop is expected to be kept in an orderly fashion, with walkways clear of clutter, and dirt accumulation kept to a minimum;
 - 2. fluid spills are expected to be cleaned up immediately and in accordance with the Proponent's EMS and all related local, provincial and federal environmental requirements; and,
 - 3. the transit yard should be maintained in an orderly fashion, with particular attention paid to sight lines from public areas.

- c. The Proponent's weekly inspection activities including process for noting deficiencies and tracking rectification work;
- d. Procedures and controls to identify, monitor and track when preventative and warranty maintenance work must be completed;
- e. The Proponent's procedures and controls for ensuring all maintenance & repair work on the Operations Facility over the \$1,500 threshold is pre approved by BC Transit prior to work being committed to;
- f. The Proponent's quality controls to ensure work done meets all BC Transit Standards, municipal, provincial, federal regulatory standards;
- g. The Proponent's policies, procedures and controls to ensure water, heat and electrical utilities are used efficiently with a view to energy conservation and reducing waste;
- h. Provide examples of programs, methods or initiatives the Proponent will be employing and monitoring for energy conservation and reducing waste;
- i. How the Proponent will ensure the property is suitably sanded, cleared and de-iced to ensure the safety of any staff or visitors to the site. BC Transit would prefer an environmentally friendly de-icing process as opposed to a salt-based process;
- j. How the Proponent will deal with all waste management including waste oil and fluids management. Proponent should outline the procedures and controls to ensure all waste management activities meet applicable environmental regulations; and,
- k. How will the Proponent's Operations Facility Management Plan and activities are managed with respect to their EMS (see Section 4.11) .

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. TRAINING MANUALS MAY BE SUBMITTED TO <u>SUPPLEMENT</u> THE ABOVE INFORMATION.
--

11. ENVIRONMENTAL MANAGEMENT SYSTEMS & ENVIRONMENTAL COMPLIANCE

Describe: The Proponent's Environmental Management System and include information on the following:

- a. Describe the roles and responsibilities around the Proponent's EMS implementation and maintenance;
- b. How the Proponent will identify environmental aspects resulting from providing the Transit Services including normal and abnormal operating conditions and emergency or accidents;
- c. How the Proponent will identify all legal and other requirements that apply when providing Transit Service including local, provincial and federal regulation. (Other requirements can include agreements with government(s), customers, shareholders, guidelines, commitments principles and codes of practice that influence how environmental aspects are to be handled;

- d. How the Proponent will assure themselves that they are satisfied with all provided infrastructure and equipment that affects environmental risk;
- e. The frequency of environmental inspections and auditing by the Proponent; and,
- f. Procedures to ensure the quarterly environmental compliance statement and related supporting documentation, including relevant environmental reports and audits, is accurate and complete and is provided within the required time.

THE PROVISION OF MANUALS ALONE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SECTION. MANUALS MAY BE SUBMITTED TO SUPPLEMENT THE ABOVE INFORMATION.
--

12. IT MANAGEMENT

Proponents should demonstrate the ability to meet the IT requirements as stipulated in Section 4.12. It is desirable that Proponents provide innovative and cost effective solutions to meet IT requirements.

Describe: The Operating Company's IT infrastructure, software, computer resources including the systems that will be used to support Custom Transit scheduling and service delivery, driver work assignments, complaint monitoring, and/or any other functions of significance.

13. RISK MANAGEMENT

Describe: The Proponent's review of the system and identification of potential risks that may not have been assessed in the other categories of this RFP; and the Proponent's potential mitigation strategies that would address these risks. Also describe how the Proponent would review changes in service levels and determine their impact on their costs.

14. TRANSIT SUSTAINABILITY

Describe: The Proponent's Corporate Sustainability & Conservation Plan including the following information:

- a. Proponent's sustainability goals and indicators the Proponent will use and greenhouse gas reduction strategy;
- b. What programs the Proponents would implement to promote reduced fuel consumption within the fleet and increased energy conservation at the Operations Facility; and,
- c. How would the Proponent motivate and enforce these programs to promote compliance within their employees.

15. TRANSIT INNOVATIONS

Describe:

- a. Any new programs, procedures or ideas that the Proponent would implement to increase public transit productivity, efficiency, performance, ridership awareness and customer satisfaction.

Examples include but are not limited to:

1. Increasing ridership
2. Alternative service solutions and subsequent cost savings
3. Operational cost efficiencies
4. Increasing on-time performances
5. Improving Customer satisfaction
6. Increasing awareness of transit through involvement in local activities

- b. Any previous innovative programs/procedures/cost-saving measures the company has implemented and the corresponding outcomes.

16. BUSINESS INNOVATIONS

Describe:

The proposed alternative business activities the Operating Company could realistically undertake at the new Operations Facility. The Operating Company's plan to work with BC Transit and the City of Kamloops in an innovative and flexible fashion to find additional revenue sources will earn additional consideration in this bid process.

Part B Costs - Cost Module Components

The Cost Module will be forwarded to the Proponent upon BC Transit's receipt of Part A of the RFP Acknowledgement form. The Cost Module is to be completed and then submitted in a separate Sealed Envelope, clearly Marked "Cost Module" with Proponents name, RFP Number and Name identified on the Envelope.

The information supplied by the Proponent to complete the Cost Module is to be based on the information outlined the Service Specifications along with the requirements information provided in Section 4, the Supplemental RFP Information and the Proponent's submission Section 5.

Ensure that staffing requirements (# of FTEs), inclusive of Proponent's management, service and administrative support and any other resources, for providing the service as outlined in the service plan section above are clearly indicated. All hourly labour costs, including wages and benefits for any proposed driving, office, or maintenance & servicing staff should also be included.

The total maximum term of this contract is eight years and 9 months (8.75 years) which consists of two cost module renewal periods at 2.75 years, 5.75 years from the commencement date July 1. 2012. The Operating Company's total submission costs in the first 2.75 year term are established through this proposal process and are to remain fixed throughout the first term subject to any agreed to amendments where there are changes to the levels of service. . Six (6) months prior to the expiration of the first term (2.75 years from the commencement date), the parties are to mutually agree to any fixed and labour cost rate increases that are subject to the second renewal term. Six (6) months prior to the expiration of the second renewal term (5.75 years from the commencement date), the parties to mutually agree to any fixed and labour cost rate increases that are subject to the third renewal term. Not less than seven (7) months prior to expiry of any current term, BC Transit will request, in writing, a fixed costs and labour cost rate proposal from the Operating Company for the next renewal term. When evaluating any renewal proposal, BC Transit will take into account the performance and goals achieved by the Operator Company from the preceding term, changes in service levels as well as whether the proposal cost increases are inline with public sector wage rate increases, general inflation rates and Provincial and Local Government funding ability. If the negotiated renewal proposal for the next term is not acceptable to BC Transit for any reason, then BC Transit reserves the right to terminate the MOA pursuant to the terms of the MOA agreement and applicable notice provisions. Note, in the event that BC Transit elects to terminate the MOA, the Operator Company shall not be entitled to consequential, special, indirect, incidental or consequential damages of any nature including loss of reputation, loss of profits, or lost production.

Should BC Transit offer to extend the term of the contract beyond the 8.75 year initial term, the parties will seek to negotiate the costs for the extension period.

These guidelines are to be followed in completing the Cost Module:

Item	Guideline
1. Taxes	All costs shall be net of HST. The tax is automatically applied where applicable to monthly invoices in E-billing.
2. Fuel costs	BC Transit will specify the supplier. The Operating Company will be responsible for establishing an account and purchasing fuel from the designated fuel supplier. The Operating Company will be reimbursed for actual fuel usage by month based on the Fuel & Kilometer report submitted through E-billing. Total monthly litres will be reimbursed at the average fuel price per litre paid by the operator for the fuel consumed in the month. The Operating Company will be required to submit a detailed monthly fuel reconciliation report to BC Transit which calculates the average monthly fuel price charged to BC Transit by the Operating Company.
3. Tire costs	<p>The Operating Company must purchase tires in accordance with BC Transit tire specifications. BC Transit reserves the right to specify the tire supplier.</p> <p>For Conventional Transit Service and Community Transit Service, a tire rate per service kilometre will be calculated based on tire costs submitted. The Operating Company will be reimbursed through E-billing based on actual monthly service kilometres. The Proponent must specify the number of tires required and cost per tire within the Cost Module. Tire costs should include but not be limited to the purchase of new tires, tire casing and retreads, puncture repairs, balancing, removal and refit of wheel rims to buses, tire pressure adjustments, re-torques of wheel nuts due to tire changes.</p> <p>For Custom Transit Service, the Proponent must specify the number of tires required and cost per tire within the Cost Module. Tire costs should include but not be limited to the purchase of new tires, tire casing and retreads, puncture repairs, balancing, removal and refit of wheel rims to buses, tire pressure adjustments, re-torques of wheel nuts due to tire changes. The Operating Company will be reimbursed through E-billing based on actual monthly expenditures for tire costs.</p>
4. ICBC costs	<p>The Operating Company must place primary ICBC third party liability insurance of \$5 million per claim, with no collision or comprehensive coverage, on all BC Transit supplied vehicles operated by them in the delivery of the Kamloops Transit System. With respect to BC Transit owned assets, this is supplemented by additional insurance provided by BC Transit. In a combination of insurance and self-insurance, BC Transit will cover third party liability on its owned vehicles in excess of the Operating Company placed underlying \$5 million up to a minimum of \$45 million excess of the primary \$5 million.</p> <p>The ICBC discount rate submitted in this proposal will be used for the entire contract term. The discount rate submitted must be no lower than 40%. The proponent may retain savings as a result of a higher discount rate and must pay any shortfall as a result of a lower discount rate.</p>
5. Variable hourly rate	The Operating Company will be reimbursed for drivers' wages & benefits based on monthly scheduled service hours provided and submitted through E-billing at the variable hourly rate.
6. Mechanic rate	The mechanic rate submitted will be applied to labour hours submitted on work orders in e-Billing. The mechanic rate will include mechanic wages & benefits, tool allowances, and other allowance in the Proponent's Collective Agreement (if applicable) that are included in their mechanics rate. Ensure all costs included in the mechanics rate are provided in detail in the Cost Module. The Cost Module will include an estimated number of labour hours in order to calculate the mechanic labour costs based on the Proponent's submitted mechanic labour rate. These labour hours will be used for cost evaluation purposes only.
7. Vehicle Maintenance Costs	Vehicle maintenance costs incurred by the Operating Company will be submitted for reimbursement through monthly invoices using E-billing. Any parts/materials ordered directly from BC Transit should be reflected at a zero cost item on maintenance work orders.

1. Show the calculation of total payroll hours.
 2. The successful Proponent must maintain a suitable running parts inventory which will be reimbursed at cost when the parts are used and billed through e-Billing.
- Attach all supporting details, assumptions and calculations to support the budget proposal. Please submit this section in a separate envelope with the information label attached.*

6.0 EVALUATION CRITERIA AND PROCESS

6.1 EVALUATION

The RFP will be evaluated on Company Profile and Management Plan and Costs.

The methodology used will be on a **PRICE PER POINT BASIS**: weighting for the evaluation will be determined as follows: Price per rated point = Total Cost (for 2.75 years) divided by Total Points Achieved in Part A.

CRITERIA
<p>Part A: Company Profile and Management Plan</p> <ol style="list-style-type: none"> 1. System Management & Supervision 2. Performance Management & Reporting 3. Cost Management - Accounting, Billing & Cost Controls 4. Human Resources & Staffing Management 5. Service Delivery – Operations (Conventional Transit and Custom Transit) 6. Maintenance of the Conventional & Custom fleet 7. Fare Collection & Security Management 8. Staff Training, Health & Safety & Emergency Management 9. Customer Service Management 10. Operations Facility Management 11. Environmental Management Systems & Environmental Compliance 12. IT 13. Risk Management 14. Transit Sustainability 15. Transit Innovations 16. Business Innovations
<p>Part B: Costs (As outlined within the completed Cost Module)</p> <p>The proposal costs required for the first 2.75 years being Year 1 (July 1, 2012 to March 31, 2013), Year 2 (April 1, 2013 to March 31, 2014) and Year 3 (April 1, 2014 to March 31, 2015) .</p>

The compliant bid with the lowest cost per point will be considered the lead Proponent. Costs that exceed BC Transit's budget limits may not be considered.

Proponents are requested to submit their Company Profile and Management Plan in one envelope and Costs in a second envelope, both clearly identified with the RFP number and the submitting Proponent's name.

All submissions will have Part A of their submission evaluated. Proposals not obtaining 70% of the available points available in Part A may not have their cost proposal evaluated. Further discussion may take place with a short list of candidates in order to provide any additional detail on the service and management proposals that may be required. It is strongly recommended that all the information requested be presented as in each section outlined in the evaluation table be provided above. Failure to meet this requirement may result in information being missed and the proposal being eliminated from consideration and returned with no further evaluation.

6.2 MANDATORY REQUIREMENTS

1. To be eligible for consideration all Proponents must submit a completed RFP Acknowledgement Form in the form prescribed in Appendix 1 submitted no later than 7 days prior to the closing date.
2. **The original Submission and 6 exact copies** of Part A. **1 Original of Part B** in a separate sealed envelope **and a CD Rom version** of the full submission must be received at the Closing Location by the closing date. Envelopes must clearly identify the RFP number, title and the name of the Contact Person for this Request for Proposal and the name of the respondent.
3. The Submission must be in English and must not be sent by facsimile or email.
4. The Submission must be signed by a person authorized to sign on behalf of the Proponent.

Submissions from Proponents that do not meet these mandatory requirements will be provided with an opportunity to rectify any deficiencies. Proponents subsequently failing to submit bids that meet these submission content requirements will be excluded from further consideration.

6.3 SUBMISSION CHECKLIST

CRITERIA	MEETS
<p>The Proposal should be submitted in a clearly marked package with:</p> <ul style="list-style-type: none"> • 1 Original • 6 Copies <p>of the Submission - Part A & B - Clearly Marked (1 original and 6 copies) and addressed to the contact person identified in this RFP.</p> <ul style="list-style-type: none"> • 1 Original <p>of Cost Module in Separate Envelope, clearly marked "Cost Module, RFP Number and Proponents Name"</p> <ul style="list-style-type: none"> • 1 CD Rom version of Proposal and Cost Module <p>by, no later than 2:00 p.m. local time @ 520 Gorge Road East, Victoria, BC on March 8, 2012. Proposal envelopes should clearly identify the RFP number, title and the name of the BC Transit Contact Person along with the company name of the respondent.</p>	

APPENDICES

APPENDIX 1 RFP Acknowledgement Form - Part A and Part B

APPENDIX 2 List of Supporting Documentation required by a lead Proponent upon notification of start of negotiations

APPENDIX 1 RFP ACKNOWLEDGEMENT FORM PART A

Part A

This Appendix 1 consists of 2 parts. Proponents must complete and submit Part A and B to BC Transit in the manner specified in this RFP.

In order to receive the website address for the Cost Module, the Supplemental RFP Information, or further correspondence or potential amendments in relation to this RFP (e.g. amendments and additional information, etc), please complete and return Part A by email or fax no later than **January 30, 2012**.

Request for Proposal 11.47 Transit Management Service for Kamloops Conventional
and Custom Services

Closing Date: March 8, 2012

Attention: Dee Mason, SCMP
Corporate Procurement

Fax: 250-995-5640

Email (as appropriate): procurement@bctransit.com
Attn: Dee Mason, ref: RFP 11.47

COMPANY NAME:
ADDRESS:

CONTACT PERSON:
POSITION:
PHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:

Check appropriate response in A below:

A I authorize BC Transit to send further correspondence (**if unable to fax or email**) relevant to this RFP that is deemed to be of an urgent nature by the following method:

Courier collect: courier name and acct no.

Mail:

DATE:

NAME:

APPENDIX 1 RFP ACKNOWLEDGMENT FORM PART B

PART B Acknowledgment Form

WHEREAS _____ (“Proponent”) seeks to declare its intention to respond to this BC Transit Request for Proposal (“the RFP”);

AND WHEREAS the procurement process rules in this Acknowledgment Form shall form an integral part of the RFP process;

NOW THEREFORE the Proponent hereby acknowledges and agrees as follows:

- A. The Proponent is interested in participating in the RFP and as a precondition to submitting a Submission agrees with the procurement process rules set out in this RFP.
- B. The RFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A” based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor BC Transit shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a Submission.
- C. The RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and BC Transit by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods or services.
- D. While the pricing information provided in Submissions will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of Submissions and ranking of the Proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- E. BC Transit may disqualify the Proponent or rescind a contract subsequently entered if the Proponent’s submission contains misrepresentations or any other inaccurate, misleading or incomplete information.
- F. When evaluating Submissions, BC Transit may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent’s Submission. BC Transit may revisit and re-evaluate the Proponent’s Submission or ranking on the basis of any such information.
- G. BC Transit will be under no obligation to disqualify or reject a Submission or Proponent that fails to comply with a stated rule or requirement and may allow the Proponent to rectify deficiencies in its Submission at any stage during the RFP process.
- H. The Proponent and BC Transit will bear their own costs associated with or incurred though the RFP process, including any costs arising out of or incurred in: (a) the preparation and issuance of the RFP; (b) the preparation and submission of a Submission; and (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the RFP process.

- I. Proponent may withdraw their Submissions at any time without liability by giving notice in writing to BC Transit. BC Transit shall not return the Submission or any accompanying documentation submitted by the Proponent unless that Submission is formally withdrawn by the Proponent prior to the Closing Date.
- J. BC Transit may cancel the RFP process without liability at any time.
- K. Engaging in any Conflict of Interest activity may result in the Proponent's disqualification from the EOI process. For the purposes of this section, the term "Conflict of Interest" means "in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to confidential information of BC Transit in the preparation of its Submission that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process."
- L. The Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of BC Transit.
- M. Up to 5 Proponents may be selected for contract negotiations pursuant to this RFP process. BC Transit may award the entire or part of the scope of work contemplated under the RFP to the selected Proponent(s).
- N. The Proponent agrees to abide by all the rules set out in the RFP which are hereby incorporated by reference.
- O. The terms in this Acknowledgment: (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- P. This RFP process and any subsequent agreement will be governed by the laws of the Province of British Columbia and any dispute will be subject to the jurisdiction of the courts of British Columbia.
- Q. This Acknowledgment Form may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered to BC Transit, will be deemed an original.

These provisions are included for greater certainty and are not intended to limit or otherwise fetter or inhibit BC Transit in conducting the contemplated procurement process.

Executed under the seal shown below with the intent that such execution take effect as a deed.

**CORPORATE
PROPONENT:
Print name of
Proponent:**

by its duly authorized representative(s):

Per: _____

Print _____

Name: _____

Title: _____



APPENDIX 2 SUPPORTING DOCUMENTATION

List of Supporting Documentation required by Proponent as part of their submission.

1. List of Sub-Contractors and their principals
2. Any other required documents, manuals that support the proposal

List of Supporting Documentation required within 48 hours by a lead Proponent upon notification of start of negotiations

1. Letter of confirmation of registration with WorkSafe BC for the Operating Company and any sub contractors
2. Confirmation of ICBC insurance by proponent and sub-contractor if applicable
3. Financials - Include most recent financial statements (balance sheet, income statement and statement of retained earnings) and any references which indicate the Proponent's financial capability of operating the Transit Service and fulfilling the obligations under the Annual Operating Agreement should be included.